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REPLY

OF

COLONEL ORNE

TO THE ATTACKS OF

MR. NATHANIEL GREENE, AND DAVID
HENSHAW, AND OTHERS,

IN THE

BOSTON STATESMAN.



BOSTON :
PUBLISHED BY PUTNAM & HUNT.

.....
1820.

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REPLY.

The Statesman party of Boston, as it is generally termed, is composed of a small body of low, unprincipled intriguers, who, by some means or other, with the aid of Duff Green, have contrived to obtain from the president appointments to office of the first importance, much to the astonishment of themselves, from their unsuitableness to fill them, to the deep chagrin and disgust of the community, at the degradation of public trusts, and to the great and almost irreparable injury of the national administration.

This intriguing body, having so far deceived the government as to obtain important and lucrative trusts, at their hands, have found it necessary to support one imposition, by the practice of another; and after causing the government to neglect their true friends, they attempted to vilify and slander them. The first attacks were made by Duff Green, which was overlooked for many months—the Boston Statesman followed up the game by the vilest insinuations; and, finally, the whole Duff Green presses opened upon them with the more polished but envenomed shafts of “Anti-Janus.” This drew forth the letters of “Columbus,” about which so much has been said, and to which the Statesman party have attempted a reply, under the name of Nath’l Green, the Boston printer post master. This reply, however, consists, not in defence of themselves; for that seems even in their own opinion, a hopeless project; but in an attack on Col. Orne. This appeared in September in the Boston Statesman; was afterwards republished in the Washington Telegraph, and has more recently been printed in a pamphlet form, and been silently transmitted to Washington, to endeavor to keep up the deception among the members of Congress.

This attack, *eo nomine* of Mr. Nath’l. Greene, was for a long time treated with silent contempt by Col. Orne, until the prostituted Duff Green presses, with a very few others more respectable, but *deceived*, trumpeted forth in triumph the slanders as a complete vindication of the Statesman party. The opinions of these prostituted or deceived presses, are now added to the original Statesman publication, and circulated as evidence of the public sentiment.

After waiting a long time, Col. Orne, at the solicitation of many of his friends, undertook the exposure of their slanders, by a series of

numbers published in the Boston Bulletin ; and in them developed a system of fraud, detraction, and falsehood, which have probably been unparalleled in this country. The letters of Col Orne, on this subject, it is universally conceded by friends and foes, have shown the whole Statesman publication to be a tissue of falsehoods, and has irretrievably fastened falsehood on the character of nearly every man who has signed a certificate in Mr. Green's publication. We have been strongly urged to republish these numbers. Their length has been the only objection on our part ; but we have finally concluded to publish such parts of them as have the strongest bearing on the subject ; and as will probably be deemed sufficient by every one to expose the true character of the Statesman party. The extracts are sometimes preceded by explanatory remarks necessary to preserve a connexion in the subject.

The first number, from the Bulletin of October 21st, we publish entire.

To the Editors of the Bulletin :

GENTLEMEN—On the 26th of Sept. 1829, Mr. Nathaniel Greene published in the Boston Statesman nearly seven columns of charges against me, purporting to be in vindication of himself. These were afterwards, I am told, published in the form of a handbill, to the number of two thousand copies, and distributed in every part of the United States. The same article, *in extenso*, has been since republished in that dignified and national paper, the Washington Telegraph, and circulated abundantly in every region of the republic. To this article, I, on the day of its first publication, by a card, in the Bulletin, promised, when my convenience would permit it, a reply. I shall now proceed to make it. I am well aware that reply will reach the eyes of but few of those whom Mr. Greene's charges must have reached. The poison will circulate more actively than the antidote. The falsehood has been carried where truth cannot hope to follow it. There is no Jackson paper in Washington to bear to every section of the republic the refutation as well as the slander. Engaged in a common cause,—the misrepresentation of the honorable friends of Gen. Jackson,—the two Green's, "*par nobile fratrum*," labor zealously in their vocation, and play most conveniently into each other's hands. Whatever we may think of Duff Green's attachment to the Jackson party, no one will suspect his devotion to his own : and he who exerts himself to overthrow the Duff Green domination, would be unreasonable to expect the plainest act of justice from the Telegraph.

It has been, however, most beautifully observed, that though falsehood move on the wings of the wind, and truth is slow to be roused in her pursuit, yet, be the advantage of the start what it may, falsehood will ultimately be overtaken. Let the two Green's scatter their falsehoods where they please, it will give me no anxiety, so long as the smallest branch of the press is open to my vindication. Truth, like the dew which the purity of heaven distils on the mountain side, falls

in modest and unobtrusive drops into the obscure rivulet, and winds its slow unnoticed course through successive streams, until it emerges at length into the broad and deep ocean of public opinion.

The charges of Mr. Nathaniel Greene reach through a long series of years, and embrace a great variety of circumstances. To go fully into the investigation of them all, would be again to give a history of the Jackson party in this place, and to support it by testimony. This is a labor I shall not assume, nor can it be one which any thing Mr. Nathaniel Greene may assert, with all the aid of the Statesman party, can render necessary. A true and faithful party history of the times, has been given by Columbus : and the most important of the facts which he asserts, being in their own nature, to a certain extent, notorious, and capable of being corroborated by numerous respectable witnesses, I must refer to his writings, in general, for the proof of much that may be deemed relevant to this issue. The facts which Mr. Greene, however, has endeavored to establish by *certificates*, I have asserted to be *false*, and pledged myself to furnish the requisite proof to the public,—and this pledge I shall redeem.

I have been uncertain whether or not I should say any thing more of my pecuniary connexions with Mr. Nathaniel Greene. The subject itself is so disgusting that I must do great violence to my feelings to allude to it at all. To engage in a controversy with a man of the standing and character of Mr. Nathaniel Greene, is still more revolting to my nature ; and on my own account, I should be better pleased to remain silent, and suffer his slanders to do me any injury which those proceeding from such a source are able to inflict. Some of my friends, however, consider the character of the Jackson republican party to be involved, in some degree, in the controversy ; and as a more honorable party, or one having better claims to the public confidence and respect, never existed in this community, I do not feel at liberty, for any private considerations, to withhold my efforts in its vindication.

My reluctance, however, to allude further to these pecuniary matters, proceeds from another source. I cannot persuade myself that it is necessary. There is nothing in the *facts* adduced by Mr. Greene in relation to my statement, which requires an answer. They comport, in every essential point, with my own assertions in regard to them. They are the very facts on which I rely in my answer to Duff Green. The documents, in relation to this subject, which he adduces, are such as I should myself have given with my statement to the community. It is true, Mr. Greene has woven in, with the facts, many unfounded imputations, and much irrelevant matter, equally susceptible of being exposed, but which, resting in general on no authority but himself, cannot require an answer. For me, therefore, to allude further to this subject at all, is rather a compliance with the wishes of respected friends, who fear that many may receive unjust impressions, than proceeding from any solicitude of my own. What fortifies me strongly in my impression is the answer I have uniformly received,

when I have asked what it is, in Mr. Greene's statement, which it is expedient for me to answer. What fact does he adduce which wars with my statement? I have asked this question of every one, repeatedly, who has spoken to me on the subject, and the effect has been, in the first place, an appearance of surprise, in the second, a reference to the charges in the Statesman, and in the third, an acknowledgment that, there was nothing important which intelligent men would not readily perceive was in support of my assertions. I speak now in regard to the pecuniary matters. To render this point, however, satisfactory to those who do not examine with sufficient care the different sides of the controversy, I will allude once more to the revolting subject, and conclusively show, that so far from Mr. Nathaniel Greene having made his case to stand better than it did, on the ground on which I placed it in my first letter to Gen. Green, it actually stands worse, by the addition of new and irrelevant falsehoods, showing the baseness of his ingratitude to be of a still darker hue.

To understand the merits of a controversy, it is necessary distinctly to keep in mind the point in question. What then are the respective sides of the dispute about my pecuniary connexion with Mr. Nathaniel Greene?

When the Jackson republicans divided from the Statesman party, the most severe denunciations were uttered in regard to me. It was said that I had *oppressed* Nathaniel Greene, in my pecuniary dealings with him—I had *injured* him. For my writings in his paper, it was said I had most *unjustly*, and to his *astonishment*, *demand*ed to be paid: and when he was unable to pay me, and had given me his note, I had compelled him to pay it suddenly, in a time of great difficulty and distress, *contrary to my word, with a view to break down his press*—that I had used my relation to him as a creditor, as an *engine of oppression*. Such were the rumors floating for months all over the city. They produced an excitement against me, indignant, violent, and almost outrageous. Curses were bestowed on my name (not in my hearing) in unmeasured terms. I was appealed to, very often, by my friends for an explanation. I bore all these ridiculous charges with great composure, and made no effort to refute them. Open discussion would have been *war*, and the harmony of the party,—the interest of the Jackson cause,—told me it was my duty to suffer, rather than quarrel. These charges, to my knowledge, came substantially, from Nath'l. Greene. The character of them, simply as a specimen, I shall show in the course of my answer.

But the charge which led immediately to the controversy in question, is that made in the U. S. Telegraph, as follows:

"It is urged against those who have been appointed to office at Boston, that they have written articles for the Boston Statesman!! And this objection is made a virtue in Col. Orne, who not content with having *received payment in cash*, from the *real editor and proprietor of the paper*, set up his services as a partizan writer in that print, thus *demanding to be twice paid for the same services*."

What is the direct and obvious meaning of this language ? It is explicit enough in itself, although, if it were not so, the context and character of the whole article, from which it was extracted, would render it so.

"I had been to Washington, *among the most importunate* to solicit an appointment from the president. I urged my claim as a partizan writer, in the Boston Statesman, in his favor. But I had been *paid* for those writings, by Mr. Greene, the real editor and proprietor of that paper. I therefore demanded to be *twice* paid for the *same services*."

It was my writings in the Jackson contest, for which I, with so much importunity, demanded an office from the president. Not for editing the Statesman one year, at a period three years before the Jackson contest commenced. This would be absurd. Not for writing in the paper, during a former contest, when Mr. Crawford was my candidate. These writings could afford no claim on Gen. Jackson, for they were not services to him, but *against* him—to his *competitor*. To have demanded payment of him, for advocating his opponent, would have been worse than absurd—would have been *impudent*.

This charge of Duff Green, then, I denied. I said I had not been paid, by the editor and proprietor of the Statesman, or any one else, for advocating the election of Gen. Jackson. I said more. I had never received, or been promised, demanded, or expected to be paid, by any body, one cent, for writing in the Statesman, not only during the Jackson contest, but during the whole presidential contest which preceded it, when Mr. Crawford was my candidate.

Which statement then was true, Duff Green's charge, or my denial ? I said Duff Green told a falsehood. Is this true, or is it not ? If Gen. Jackson had appointed me to an office, should I have been *twice* paid for the *same services* ? What *other* payment than the office should I have received ? Who paid me before, or besides ? Does Mr. Nathaniel Greene utter such a pretence ? Does he support Duff Green, or does he support me ?—Was the assertion of the Telegraph a falsehood, or not ? Does Nathaniel Greene dare to back the falsehood of Duff Green ?

I had stated in my denial, that all the services as editor of the Statesman, for which I ever received, demanded, or expected payment, were rendered before February, 1822. Was this true or false ? Has Mr. Nath'l. Greene dared to contradict it ? So far from claiming payment for the aid I still continued to render the Statesman, long after 1822, I put a *bar* to such claim, however equitable, as I shall hereafter show, it might otherwise have been. Mr. Nathaniel Greene himself furnishes the proof.

"BOSTON, March 1st, 1822. The compensation fixed by the within instrument, at the rate of \$350 per annum, is understood to have *ceased at the end of the year* therein specified, and is *not to continue for services hereinafter to be rendered*, without a new arrangement to that, or some other effect.

HENRY ORNE."

This document implies that my services might still be continued, but they must be *without pay*. Here then was a *bar* to compensation,

endorsed on the very articles of agreement themselves, by which I was constituted the editor of the paper. Is this the way Nathaniel Greene supports his honorable coadjutor?—What do you say, Gen. Duff Green; call you this backing your friends?

As this charge, upon which was the real issue in question, was shown to be false, not only by me but by my adversary, the controversy might here, with propriety, have ended. But the charge of *oppressing* Mr. Nathaniel Greene, which I had suffered to be circulated a long time without deigning to answer it, from a regard to the harmony of the party, was one which my friends were anxious should be met. I thought the occasion of exposing the falsehood of Duff Green, a proper one for exposing the malice of Nathaniel Greene, and gave, therefore, a faithful narrative of my connection with the Statesman. In this I was obliged to rely, in a great measure, on my memory, as nearly all the documents were in possession of True & Greene, who would publish such, or such parts of them only, as might suit their purpose. That my recollection was substantially and sufficiently accurate, appears by those parts of the documents which Mr. Nathaniel Greene has communicated to the public. The variations are slight, and such as do not affect the merits of the dispute. I shall therefore consider in the first place, how far my statement is confirmed by that which Mr. Nathaniel Greene chooses to make, and in the second, shall expose the gross *mistakes* in his statement.

Having established the point that I was never paid, promised, or expected to be paid, for writing during the two last presidential contests, I further stated,

“The amount due me from the publishers of the Statesman, was continued, for years, with those publishers as a loan. No part of it was paid, principal or interest, until within, if I remember correctly, one or two years. And after it was paid, I continued to endorse True & Greene’s notes at a bank, for at least eight or nine hundred dollars at a time. Nay, more—up to the very moment of the establishment of the Jackson Republican, I was an endorser for True & Greene, on a note to the North Bank, for *four* (misprinted for *five*) hundred dollars, until I withdrew all connexion with the Statesman, and placed an equal amount in the new paper.”

I shall compare the several clauses of this statement, with Mr. Greene’s publication in regard to them, and see whether they are denied or confirmed. The first clause is, “the amount due me from the publishers of the Statesman was continued, for years, with those publishers as a loan.”

All the amount the publishers of the Statesman owed me, with the unimportant exception I shall notice in a minute, was due February 1st, 1822. Was this, or not, continued with them for years, as a loan? By Mr. Greene’s statement it appears that no part was paid me, principal or interest, until July 21st, 1826, *four* years and nearly six months afterwards. It was then settled by a note for \$794 41 and interest, at six months, discounted at the North Bank, as appears by the statement of the Cashier. The amount then was *continued for years*, in the hands of the publishers of the Statesman, as I asserted. Mr. Greene publishes the account between them and me, by which it ap-

pears that after Feb. 1st, 1822, there were no further contracts between them and me, except for services rendered them in the line of my profession, \$28, and which they paid for by printing account \$14, 25—and “N. Greene’s due bill (probably for borrowed money,) \$15,” both of which amounts do not exceed the debt. I contracted with them for printing, and therefore do not increase the amount due from them to me, by the transactions previous to Feb. 1st, 1822.

Was the amount thus continued in their hands for years, continued as a *loan*? If an amount due from one person to another, and which remains, by agreement of the parties, after it is payable, in the hands of the debtors, be not a *loan*, I shall, as a professional man, be much indebted to Mr. Nathaniel Greene, the *printer post-master*, to inform me what it is.

The next clause is, “no part of it was paid, principal or interest, until within, if I remember correctly, one or two years.” The account stated by Mr. Greene shows there were no partial payments of principal or interest, but the whole amount was included in the note of July 21st, 1826, at six months. This became due in January, 1827, and was, in a colloquial sense, within “one or two” years of the time of my statement, to wit, Sept. 18th, 1829. When that note was discounted, it was no longer a debt due from True & Greene to me, for the debt due me I received in cash, but from them to the North Bank, with my guaranty. The North Bank was the creditor, True and Greene the principal debtors, and myself the collateral guarantor. The North Bank might renew the loan, or call, in the first instance, on True & Greene, and in their default, on me, for payment. True & Greene applied for a renewal, and succeeded in part, to wit, for \$700, which new note I endorsed for them. This brings me to the next clause of my statement.

“After it (the debt of True & Greene to me) was paid, I continued to endorse their notes at a bank for at least eight or nine hundred dollars at a time.” Besides the note of July 21st, 1826, for, including interest, \$318 63, and all the subsequent notes, made for the renewal of the whole or part of this loan, it seems by Mr. Greene’s statement, I endorsed one other note, *after* Mr. David Henshaw, for a *small* amount, (which he does not choose to give,) and also the note for \$152 for borrowed money. If this *Henshaw* note was one for \$300, was my statement, which Mr. Greene pretends to deny, within or beyond the truth? Let a school boy calculate the amounts, I am tired of them. Let it be remembered that these facts appear in Mr. Greene’s own statement. What then must be thought of him, who in the face of such facts could state, that my assertion that I continued to endorse True & Greene’s notes, after my debt was paid, “*was unqualifiedly false*?” To say that Mr. Greene may escape by a quibble,—that what I call a *payment* he does not,—is in itself a miserable, contemptible subterfuge, which a man, with any pretensions to honor, must reject with scorn. Where the same facts are stated, and the intention is manifest, inaccuracy in the use of terms, or a use of them in

a mistaken sense, may be a ground of philological criticism, but none for a charge of *falsehood*, against either party. And I will freely submit to any man of intelligence, or knowledge of business, if it were possible to have stated my pecuniary connexion with the publishers of the Statesman, in a plainer, more candid, or more accurate manner. If, instead of calling the discount, at the North Bank, of the note for \$813 63, the product of which was paid me in cash, a *payment* of my debt, I had called it a loan to me, and said that I had continued my debt, due Feb. 1st. 1822, as a loan in True & Greene's hands, until the final payment of the \$500 note, Aug. 2d, 1828, what would have been said of my statement, when they showed, by the certificate of the cashier, that I had received my money, as early as July 21st, 1826? Would they not, at once, have said, that they borrowed the money of the North Bank to pay me, and did pay me, and all that I afterwards did was to *endorse* their notes, to continue the loan which they had received of the Bank, who, and not myself, was, from that time, their creditor? And is my statement of this fact, plain and obvious from Mr. Greene's own publication, a *falsehood*? What a shameful, contemptible, *infamous* perversion of language is this—unworthy of the meanest word I have employed in replying to it. It is a miserable quibble, altogether too contemptible for notice.

The next clause is that, "up to the very moment of the establishment of the Jackson Republican, I was an endorser for True and Greene, on a note to the North Bank, for *four* (misprinted for *five*) hundred dollars." Mr. Greene says "this assertion is *false*."

By the statement of the cashier of the North Bank, published by Mr. Greene, it appears that January 26, 1828, True and Greene's note for \$500, endorsed by me, was discounted for six months, and paid August 2d. The first number of the Jackson Republican, was published August 9th, 1828. I have stated that *four* was printed by mistake for *five*, and to show that Mr. Greene can have no advantage from a quibble or a typographical error, it will appear by a reference to the Bulletin, published Sept. 19th, 1829, this very typographical error was noticed in that paper in the following pointed manner.

To the Editors of the Bulletin.

GENTLEMEN—It is, doubtless, not the fault of your workmen, but the carelessness of my manuscript, which caused one or two typographical errors in the publication of my letter to General Green. If the sense had not been thereby materially affected, I should not have requested you to correct them.

The passage which says "I have *only* known Duff Green to be a shameless liar," should have been I have *long* known him, &c.

The passage which speaks of the sum for which I was endorser for Mr. Nathaniel Greene, when I detected him in a conspiracy with others, should have stated *five* hundred dollars, and not *four* hundred, as you had it.

Respectfully, your ob't serv't.

HENRY ORNE.

In what sense then I was *not* an endorser on True and Greene's note for \$500 up to Aug. 2d, 1828, or how my statement of the fact is *false*, must I leave to some one abler than I am to comprehend. In

trying to understand the meaning of Mr. Nathaniel Greene's language I find myself more puzzled than by that of the Pottawattamies.

There is another assertion in my first letter to Duff Green, which is also denied by Nathaniel Greene—it is as follows.

"During the same period (that of the presidential contest) there have been times in Boston when money could not be commanded on any credit, and immense sacrifices, on the best notes, two or three per cent, a month, were made to obtain it. At such times Mr. Greene has resorted to me, as his last resource, to borrow money to sustain his paper, and I have loaned it to him, without security, and without interest, one or two hundred dollars at a time, and for months together, out of my funds in the bank, to meet the current expenses of my family."

To this Mr. Greene replies. "Equally false is his assertion, 'I have loaned to him, without security, and without interest, one or two hundred dollars at a time and for months together.' He never did any such thing. ONCE ONLY he loaned us \$150, for which I gave him my note for \$152, which note he took the cash for, at the North Bank, where it was paid at its maturity."

If I understand all the parts of this denial, Mr. Greene admits that I once loaned him \$150, without security, and for months together, but denies I loaned him any other money, or that this was without interest; and further the denial contains an assertion, that when I loaned him \$150, he gave me a note to get discounted, for \$152, so that in fact my loan was nothing but an endorsement of his note.

In regard to this being the *only* loan of money, Mr. Greene's assertion does not render the fact, in my judgment, any more probable. I have been often asked to lend money, in very difficult times, by various persons, many of whom I have accommodated. They ordinarily give me in return a due bill, or memorandum check, for the same amount. My books show no record of such transactions. When the money is returned, the memorandum check is taken up, and so no traces remain of the transaction but in the memory. My impression is very strong that I have made such loans to Mr. Nathaniel Greene, several times, and in this I think I cannot be mistaken. It is however of little importance, and I will waive it, and admit, for the sake of the argument, that my impression is erroneous. *I am never in the habit of taking interest or profit for such loans.* Interest would be no compensation to me for the inconvenience of parting with funds, at such times, needed in the course of my family expenses. The *sole motive* is the accommodation of persons, much pressed for money, whom I wish to befriend—and I never willingly, allow such loans to assume the shape of business transactions. Upon this subject I will refer to one of the most bitter enemies I have ever had, to one of the most malignant of the Statesman party, Mr. John K. Simpson—a man than whom society does not contain another whom I despise more heartily—or of whose heart and political principles I have a more unfavorable opinion. He has borrowed of me "hundreds of dollars" at a time, and "for months together," in times of pressure, on his memorandum check. Let him say, if he dare, that it is not my practice not to re-

ceive interest for such loans. But Mr. Nathaniel Greene says, in regard to the borrowed money in question, he gave me for \$150, his note for \$152. The circumstances of this loan, in general, I well remember. I was holding the court, in a time of great pecuniary pressure, when Mr. Nathaniel Greene came in, and wished me to lend him \$150. He was driven for the money, even his friend Henshaw could not command it for him, and I was his only hope. I told him I had the money in the bank, should need to use it in eight or ten days, but if the loan for that time would accommodate him, he should have it. He replied that I might rely on its being refunded punctually. For this he gave me his own memorandum check or due bill for the *same amount*. But this money was not returned for many weeks—I think some *months*. At the end of that period, Mr. Greene, not being able to procure the money, asked me to endorse his note, to obtain a discount from the bank, thus to repay me the loan. I consented to this, and endorsed the note in question for \$152. If Mr. N. Greene's books contain a record of such transactions, and he preserves the due bills, and memorandum checks he thus gives and takes up, and he will give me access to them, I will undertake, under any responsibility, to prove the correctness of this statement. These transactions frequently occur in the midst of other business, and without attracting, at the time, any thing but a hurried notice. I will not say but this note may have included interest on this loan. If it did, it may show Mr. N. Greene meant honestly ; but how far it was a compensation to me, as a business transaction, I will leave to others to determine. For ten times the amount of interest, I would not have loaned him the money. Twenty dollars, instead of two, would have afforded me no temptation for so much personal inconvenience. A professed money lender, would not, at such a time have loaned the amount on such security, for twenty times two dollars. If Mr. Greene paid me interest, I will not say he did not intend well ; but how far it was honorable to give to such a loan the air of a business transaction, let men who lend money sometimes to accommodate their friends, and not to *shave notes*, determine. Had Mr. Greene returned the *money* he borrowed, and offered me two dollars for the use of it, neither he nor I would have been troubled with this part of the controversy. His putting it into a note to be discounted, long after the money was loaned, would not attract attention, as generally, the amount discounted on a note is short of the face of it. But if he had returned the *money*, the North Bank books, in this, any more than in other cases, would contain no record of the transaction, in the shape of discounted notes.

The length of this reply already compels me to defer the further consideration of this subject to another number.

HENRY ORNE.

P. S. Since writing the above it has occurred to me that although neither my books, nor those of the North Bank, would afford any traces of such loans, yet it was possible that I might find some old checks, for the \$150, and other loans of money. This might

well happen, when the money lent was not drawn from the pocket book, but from a deposit in the bank. Accordingly I looked over one parcel of such checks, which happened fortunately, not to have been destroyed, and found the followign.

| | | | |
|-----------------------------|-------|-------------------|---------|
| | | July 27th, 1826. | |
| Check to True & Greene, for | - - - | May 29th, 1827. | \$55 00 |
| Do. to True & Greene, | - - - | March 13th, 1828. | 100 00 |
| Do. to True & Greene, - - - | - - - | | 150 00 |

"He never made us any such loans. ONCE ONLY, he loaned us, &c. Nathaniel Greene.

I find by a reference to the books of the North Bank, the note made by True and Greene, to pay the last loan of \$150, March 13, 1828, and the amount of the discount deducted from the face of the note.

Annexed is the statement of the cashier of the North Bank, as handed to Mr. Nathaniel Greene, a part of which, it seems he chose not to publish. H. O.

| | | | |
|-------------------------------------|----------------------------|--|----------|
| | | " True & Greene, } July 21st, 1821, 6 mo. 794 41 | |
| | | Henry Orne. } 6 mo. int. 24 22 | |
| | | | 818 63 |
| Renewed | January 22, 1827, 60 days, | - - - - | 700 00 |
| | March 26, 1827, 57 " | - - - - | 600 00 |
| | May 24, 1827, 61 " | - - - - | 500 00 |
| | July 26, 1827, 6 mos. | - - - - | 500 00 |
| | January 28, 1828, 6 " | - - - - | 500 00 |
| This last note paid August 2, 1828. | | | |
| | | True & Greene, } Disc. May, 15, 1828, due June | |
| | | Henry Orne. } 3, 1828, - - - | |
| | | | 152 00 |
| | | True & Greene, } | |
| | | David Henshaw } June 13, 1828, 60 days, | |
| | | Henry Orne. } | |
| | | | 300 00." |

Mr. Greene's motive for omitting the two last items of the Cashier's statement, I do not pretend to judge of.

The cashier further endorses the statement as follows.

"The following checks drawn by H. Orne, in favor of True & Greene, were presented and paid at the Bank on the day of their dates :

| | | |
|------------------|---------|-------|
| July 27, 1826, | - - - - | \$55. |
| May, 29, 1827, | - - - - | 100. |
| March, 13, 1828, | - - - - | 150." |

The second number proceeds as follows:—

In my last number, I compared the facts adduced by Mr. Nathaniel Greene in support of his statement, with those alleged by me in my first letter to Duff Green, and shew, I apprehend conclusively, that in no single respect was there any error in my statement, except in the amount paid me for my services in establishing and editing the Statesman, during the first year of its existence, 1821. This amount I was compelled to state, as well as I was able, from memory, the indentures between True, Weston and Green and myself, being in their possession. That error was in stating that compensation to be \$300, instead of \$350, making the amount received for services to the Statesman, included in the note of July 21st, 1826, for \$818 63 cents, \$50 more

than the amount I stated from recollection—an error, obviously, having no important bearing on this controversy.

Yet this statement in my first letter to Duff Green, Mr. Nathaniel Greene has termed, “*grossly erroneous*,” “*totally false without the least shadow of foundation*,” “*unqualifiedly false*”; and my conduct in relation to him, in a pecuniary point of view, such “*favours as it would have been for the interest of any shrewd SHYLOCK*” to have shown.

The first question which naturally arises is, what part of these transactions, if they were not dictated by a spirit of liberality, is deserving of *censure and reproach*? Let it be remembered that I never made a boast of my liberality. I was *reproached* with extortion, persecution, sharp and unmanly bargaining—using my claims as a creditor for purposes of oppressing and ruining Mr. Greene and the Statesman newspaper. Such charges were boldly and repeatedly urged to the government of the U. States, to injure me in their estimation. They have been long reiterated in a thousand shapes in Boston, and virtually circulated in every part of the Union, where I am not, as well as where I am known. These money transactions have been brought up *against* me, and made the subject of deep, long continued reproach, and indignant denunciation. It is nothing to say that Mr. Greene is under no *obligation* to me, for my pecuniary connection with his paper—I made no boast of any, nor any complaint on the subject. But what is there *disgraceful*, what is there sharp, oppressive, extortionate—grinding, screwing, cutting, like Shylock, the very flesh, for money? Mr. Greene admits that long before the Statesman was published, or he had any connection with me, or ever knew me, I was a creditor of True & Weston, and that “when he became connected with them, they owed me \$350, payable at four different periods, the three last instalments of which became due in Oct. 1821,” and were in a course of being settled, as the sum of \$350 had become reduced to “\$250 at the time when True and Greene became, as they say, sole proprietors” of the Statesman. Mr. Greene admits that though the last instalment became due in October, 1821, yet in point of fact, I waited from that time, for \$250, until July 21st, 1826, when the note for \$818 63 cents was discounted at the North Bank—without being paid or asking to be paid, one cent of the amount, principal or interest. Mr. Greene also admits that the \$350, payable to me for my services to the Statesman, became due, one half within six months, and the balance within twelve months from the first publication of the Statesman, in 1820, or 1821—and that I waited also for this amount, without asking to be paid, until July 21st, 1826. If this were not *liberal*, what is there in it oppressive, and extortionate? Mr. Greene also admits that at a time when he was severely pressed for money, I loaned him, on his naked worthless security, \$150, out of my private funds for my family use, at a time of a general pecuniary pressure, when he had no other means of obtaining relief. If Mr. Greene finds nothing in this conduct to be grateful for, and I never asked for, or expected his gratitude, what does he find that is a proper subject of reproach—*Jew*

like—*Shylock* like—exacting the penalty of the bond, out of his very flesh and blood ?

Admitting that the debt due me from True and Weston, “was for my *writing* in the *Yankee*,” which Mr. True, (poor old gentleman) has been weak enough to certify, contrary to the truth, as I shall make it appear, and which Mr. Greene says was for my “editorial services”;—admitting that I had agreed to wait, on account of True and Weston’s misfortunes by fire, as Mr. Greene says, “with the understanding that the sum was not to be paid until it could be met *without inconvenience to the promisors* ;”—admitting I had a similar understanding to wait for the \$350 due me for my services in the *Statesman* ;—admitting that a claim for editorial services is a *worthless* kind of claim, however low be the rate of compensation, or great the amount of labor, or capable the services—far inferior to one for mechanical aid—that it is very far from meriting prompt payment, even to a young man with a family, commencing a profession in which he must encounter a most formidable competition, dependent alone on his personal exertions, and these very editorial labors being an important part of that dependance—admitting all this, and any thing else I can be asked to admit, still, I must repeat my question, what is there *Shylock* like, and oppressive of Mr. Nathaniel Greene? Admitting as Mr. Nathl. Greene says, that “True and Weston lost every cent of property they possessed, consisting of printing materials and stock to the amount of \$10,000! together with all their books and papers, by the calamitous fire in State street,”—admitting that “they were soon enabled to recommence business on a smaller scale, their creditors, *kind friends*, generally evincing a willingness to wait upon them until they could, by honest industry, earn money to pay the various demands against them—admitting all this, and any thing else, equally *untrue*, which may be desired, still the question recurs, why was “Col. Orne *such a kind friend in profession*, but certainly, in that time of calamity, *not found one in practice*?” If other creditors agreed, *most liberally*, to wait, until True and Weston could, by honest industry, earn money to pay the demands, did not I too, Mr. Greene, as you state it, have an “*understanding that my demand was not to be paid, until it could be met WITHOUT INCONVENIENCE to the promisors* ? Or as you afterwards state it, “*with a like understanding, that the time of payment should DEPEND ON THEIR SUCCESS IN BUSINESS* ?” If other creditors waited, did not I too wait, from the time of the loss, or, as you state it, from October 1821, when the amount became due, until July 21st, 1826, *at least* ? Did other creditors wait longer, and if their conduct was *kind*, why was mine *otherwise*, in that time of “calamity?” I would not boast of such conduct, Mr. Greene, but what was there reproachful, to me, in it ?

[Col. Orne then proceeds to show conclusively, that Mr. Benjamin True, who signed one of the certificates, could know nothing of the motives of Col. Orne and others in establishing the *Statesman*. Afterwards he gives an extract from the indentures between himself and

True and Greene, by which it appears, confirming his statement, and giving to Mr. Greene a plain and marked falsehood, that the Statesman was established to be under Col. Orne's editorial direction; Mr. Nathaniel Greene, being as he was to be, only the printer. It is dated October 21, 1821, and is as follows.]

"The said True & Greene shall *print* and *publish* the said paper," (the American Statesman.)

"No original articles shall be inserted in said paper, during that period, (up to February 1st 1822,) unless by the approbation of both the said Greene, and the said Orne, when they are present in town, and able to express such approbation, or in case of the absence or inability of either the said Greene or Orne, then the one present and able as above, shall have the sole control of the editorial department of the said paper—And no article shall be republished from any other paper, against the consent of either the said Greene or Orne."

"The other subscriber, Henry Orne of said Boston, Attorney at law, supplies the *original writing* in the editorial department, and has agreed further to write for the same until the first day of February next."—(1822.)

These extracts are sufficient to show, at least during the first year, who was to be the editor of the paper. All the original articles of the editorial department were to be supplied by me, while I also was to have a negative on every thing else which should be offered for the paper. Mr. Greene was not to write for it, but to have only a negative on such matter as should be offered for publication—except only in case of my sickness or absence, when the temporary charge of the editorial department was to devolve on him. That the person representing the majority of the proprietors should have a negative voice on the course of the paper, is perfectly consistent with his character as a printer and proprietor, and as small an authority as could well be reserved.

The only question, therefore, which remains, is whether this were to be a temporary connexion, or otherwise. The clauses are sufficiently explicit on that subject.

"At the expiration of the term above mentioned, the subscription list of the said paper, or the right of publishing the same, and supplying the subscribers thereof shall one fourth be the property of the said Orne, and the remaining three fourths the property jointly of the said True and Greene, who, together with the said Orne, shall then be at liberty to make a further agreement between themselves, for the further publication, if they can agree. If they cannot agree, the right of the said paper shall be appraised by three referees, one to be chosen by the said True and Greene one by the said Orne, and the third by the other two, who shall fix a value upon the same, which shall be paid by the party who is willing to continue the publication of the same, to the party who is desirous of withdrawing from the same, in proportion to his interest. And if both parties are desirous of continuing the publication, the right shall be sold, to any person who will give the most for the same, and the proceeds divided among all the parties according to their interest."

Now Mr. Greene you had better get your friends to certify, that you were to be the real editor, and that I was employed as a *temporary assistant* to you, on account of your ignorance of local politics. Perhaps

you may write another certificate for Mr. True, and get the weak old gentleman to sign it, stating that "it was your *high reputation as an editor*," which procured your connexion with the Statesman, and that you were not wanted as a mere printer. Get your friends Henshaw and Simpson to swear, Mr. Greene, for it must be strong oaths, which can gain credit against grave documents. Mr. Greene contemplated as the *editor* of the Statesman, and my connexion with it viewed as subordinate and auxiliary to him! My small interest alone, was made equal to all the others, for the perpetual conduct of the paper, even to its very *sale*. No man could write an article for the paper but me, nor publish one without my consent—and all the other proprietors together could not publish the paper, if I wished to continue its editor, without my permission!

Get a few more *certificates*, Mr. Greene.

[The next subject Col. Orne considers, is a debt due him from True and Weston; but which being previous to Mr. Nathaniel Greene's becoming a partner with them, is most strangely introduced into this controversy. His remarks, after quoting Mr. True's statement, conclude his second number. The statement of True, and Col Orne's remarks are as follows.]

"At the time our connexion with Mr. Greene was formed, True and Weston were indebted to Henry Orne for WRITING IN THE YANKEE, in the sum of \$350, which was secured by four notes of hand for \$87 50 cents each."

I have before stated that I had been a proprietor of the Yankee, for which I paid \$600; \$500 of which I borrowed from a friend for that purpose. This was in 1815. This fact not having been denied, proof is not adduced, although it can readily be furnished at any time. About May 1813, Mr. Thomas Rowe the proprietor of the remaining property in the Yankee, sold his interest to True and Weston, the former a journeyman I believe in his employ, the latter an apprentice. Mr. Rowe had been, before, under a contract to pay me \$500 a year, for my services, and share in the profits, the agreement for which I have also on hand, which can be referred to, but which it is unnecessary to publish. Previous to that *time* it was contemplated to publish a semi-weekly paper, in which event, if I chose to sell him my interest, and not otherwise, he was bound to pay me \$500 for my interest in the Yankee. After True and Weston became the purchasers, I continued to edit the paper a year, and then wished to be paid \$500, for my services, and my share in the profits. This they declined, stating that there were no profits. We referred the whole subject to referees, one chosen by me, Benjamin Rand, Esq. and the other by them, who Mr. Rand thinks, but is not certain, was Mr. David Henshaw, but I do not recollect who it was. These referees awarded me for my *interest in the paper*, and my *services as editor*, about, as nearly as I can recollect, (and Mr. True informs me that his recollection is the same) \$800. This amount was in full for all my interest in the paper, proprietary, profits and editorial services—the whole of my right being

then transferred to True and Weston. Let it be remembered that I had paid a considerable sum of money for my part. Deduct that amount and the interest on the amount for a year, and it will leave of the \$800, for *editing* the *Yankee*; the fruit of my labors and responsibility, for a year, a very small sum. How then is it possible for a man, with any veracity, to state that in October 1819, Messrs. True and Weston were indebted to me \$350 for "writing in the *Yankee*." It would be well for Mr. True to read a certificate, at least, before he signs it.

To pay this amount in instalments, True and Weston were allowed upwards of two years ; to wit, from May 1st 1819, when the year ended, until October 21st 1821. Mr. True states that these instalments were \$37 59 cents each, payable quarterly. They were all dated October 21st 1819, as Mr. True further states. My impression however is that originally they were notes for \$100, which, payable quarterly, in *two* years, would have made the amount of \$800, and it is my impression, that after True and Weston's loss by the "*calamitous*" fire, I gave up one eighth of the amount of each note then unpaid, taking them for \$37,50 cents each, instead of \$100, bearing the same date. I felt so much confidence in this impression, that I have attempted, recently, to procure from Mr. True all the evidence he has on the subject ; but he thinks I gave him up only the *interest* on some of the notes. As I can find no papers relating to the transaction, I will not be too positive of this fact, nor wish it to be so understood ; but the impression on my mind is very strong to that effect. As, out of the this fund, I had to return my \$500, borrowed money and interest, the balance, if I am correct in my impression, remaining for my editorial services would be *small indeed*. And when it is considered that I was then young in my profession, dependant, with a family, on my own efforts alone, my conduct to True and Weston, in the hour of their "*calamity*," was certainly "*unkind*" in the extreme !

But there is another false assertion by Mr. Nathaniel Greene, in connexion with this subject, which I deem proper to notice. It is in the following words.

" True and Weston lost every cent of property they possessed, consisting of printing materials and stock to the amount of \$10,000 together with all their books and papers, by the calamitous fire in State Street."

They lost \$10,000, did they, Mr. Greene ? How there came to be \$10,000 worth of property in a printing office, owned by two men, one a short time before as I think, a journeyman in it, the other an apprentice, to print a newspaper once a week, may not very readily appear. You may bring forward as many certificates to prove it, Mr. Greene, as you can find knaves or simple people to sign them ; but it requires much stronger evidence than certificates to make me, or probably the public, believe it. At any rate, one thing is certain, whatever amount of property was burnt up, it was not all lost, by True and Weston. The fact that they had an insurance for \$3000, was known

to me. From the books of the Insurance office of which Nathaniel G. Snelling, Esq. is president, I have made the following abstract.

"policy to True and Weston, commencing April 17, 1819, for one year, \$2000, on the type and printing apparatus in their office, No. 78, State Street, Boston.

"Paid to the order, or assignee of True and Weston, March 1st, 1820, \$3000 in full for a total loss of said property, destroyed by fire on the morning of the 26th of January, 1820."

If they had \$10,000 at risk, and owed for it, it is a little strange such prudent men did not get a larger sum insured. My own *impression* always was, most certainly, that True and Weston never lost, in the end, a dollar by that fire. They had a large subscription made up for them; by charitable societies, and religious communities, and it would not surprise me at all, Mr. Greene, if it should appear, when the facts are all stated, that I was the largest sufferer by that fire, in the amount I gave them up of their debt to me. Let that amount be what it was, I *think* it was larger than any loss by True and Weston. I am rather sceptical, Mr. Greene, on this subject; at least one thing is certain, that although Mr. Equality Weston was, a year or two before, an apprentice, and brought into the office little or no funds of his own, yet, when the Statesman was established, Mr. Nathaniel Greene was to pay True and Weston, "*seventeen hundred dollars*" for one *third* of the interest, as one of Mr. Greene's *certifiers* states—and that Mr. Equality Weston, after two or three years labor in printing a paper which yielded no profits, notwithstanding this "calamitous fire," was able to retire from the business, and support himself while being educated to become a minister of the gospel. What a dreadful calamity to Mr. Equality Weston!

HENRY ORNE.

[The third number commences as follows.]

The next unfounded assertion of Mr. Nathaniel Greene, "*and his nineteen editors,*" is in relation to another statement of mine in my letter to Duff Green. My assertion was as follows.

"When Mr. Greene was invited to take a part in the Statesman, it was agreed that he should purchase a part of True and Weston's establishment, and a *part of the purchase money was appropriated to take up the note which I held against them.* Mr. Greene, however, not having much capital of his own, *asked me to loan him the amount, and I loaned to him.* When I ceased to be the editor of the Statesman, True and Greene gave me a new note for the sum so loaned to Mr. Peter Greene, to which was also added the sum of three hundred, (it should have been three hundred and *fifty*) dollars, for my editorial services as before mentioned."

In relation to this assertion of mine, Mr. Greene made the following.

"This paragraph, from beginning to end, with the exception that I did purchase a part of True and Weston's establishment, is **TOTALLY FALSE**, and without the least **SHADOW OF FOUNDATION.**"

And also this,

"No part of my purchase money was so appropriated—no such loan was ever asked or received—nor was any such note given to Col. Orne when he ceased to edit or write for the Statesman."

[Col. Orne proceeds to demonstrate, and that, too, from the account furnished by Mr. Greene, himself; that his statement on the subject is true, while that of Mr. Greene is palpably false. That he loaned Mr. Greene the money due him from True and Weston, when Mr. Greene became a partner, appears, because the sum due was not paid at, or soon after its maturity, as the previous instalments of True and Weston had been, because the day after it became due, Mr. Greene and his new partner gave their note for it, because the former debtors were discharged, and because Col. Orne continued it in Mr. Greene's hands more than *five years* after it became due. The fact appears in terms in Mr. Greene's own account, as follows.

"To note of October 22, 1821, for TRUE AND WESTON'S notes, \$264."

The next subject to which Col. Orne replies, is the following assertion of Mr. Greene, which we publish with some of the comments on it.]

"Col. Orne violated his promise to me, by suffering the note (for \$861.63 cents) to be cut down \$100 at three successive renewals, when, as a director, by speaking one word, he might have had it renewed for the original sum."

You astonish me, Mr. Greene! Could I really, as a director in a bank, borrow for you eight or nine hundred dollars? Perhaps, and very probably, I might have borrowed for you eight or nine thousand. But what obligation was I under to do either? Had not True and Weston earned enough by their "honest industry," to pay me in the year 1827, a debt due before and by Oct. 21st, 1821? Had I not waited long enough for that? And of the \$350 due me, as you state, by True and Greene, one half in August, 1821, and the other in February, 1822, was it not waiting pretty well, to forego the payment of principal or interest until 1827? If I could have done it, why should I have done? Was it in consideration of your *grateful acknowledgements* of the kindness—of having your paper, when the result of a long political contest was obtained, used as an engine of hostility by my enemies? "*Violated my promise to you!*" Where is the evidence of any such promise? It is the assertion of Mr. Nathaniel Greene! So far from making a promise to renew that note, I was expressly told by Mr. Greene, that he expected to receive "some thousand dollars," from the legislature, general post-office, or some other source of his extensive patronage, before it became due, when the whole amount should be paid; at any rate, he should never wish me to endorse for him a greater amount than \$500. The renewals of the note of \$818, 63 cents were made at his own solicitation at the bank, and for the amounts probably, that he requested. The only agency I had in the matter was to endorse such notes as were brought me for the amounts they contained.

(A.)

In connexion with this subject I have thought it proper, since writing the above, to examine with the Cashier the application for renewals, in the books of the North Bank, and find the following results.

When the note for July 21st, 1826 became due, it was renewed for \$700—and it does not appear that its renewal for any larger amount was even *asked for*!

When the last note became due, application was made for its renewal for \$600, and it was renewed *for that amount*!

And when this became due, application was made for renewal for \$500, and it was *accordingly done*!

Here then, it seems by the *books*, that Mr. Greene got his note received, *in every instance*, for the *sums he requested*!

And yet,

“By it (the cashier’s statement) we learn that Colonel Orne violated his promise to me by suffering the note to be cut down one hundred dollars at three successive renewals, when as a director by speaking one word, he might have had it renewed for the original sum. Nathaniel Greene”!!!

The term for which each note was renewed, also, implies some confirmation of my statement.

The first renewal of the \$818, 63 cents note, was only for 60 days.

The second, of the \$700 note, was for 57 days.

The third, \$600 note for 61 days—

While both renewals of the \$500 note, were for six months!

This looks a little like an original intention of having the \$318 63 cents note renewed, according to my statement, for only \$500, as the amount is rapidly reduced until that sum is reached, and then it remains there for *one year*!

In further connexion with this subject, I would state the board of directors of the North Bank are ready to certify if necessary, that although True & Greene were not customers of the bank, they received as much accommodation out of favor to me, as the customers themselves did, and as much, as by the rule of proceeding, adopted by the board, they could with propriety have had extended towards them, even if they had been customers. H. O.

[The next subject of Mr. Greene’s statement noticed by Col. Orne, is that where Mr. Greene says, “Col. Orne meanly sought to destroy his credit, and break up his establishment in his absence.”]

[To this Col. Orne subjoins.]

It is impossible to imagine a charge at once more false in its character, and *diabolical* in its motive than this. Mr. Greene

“Was urged by the Jackson committee to travel through the state for the purpose of effecting a general organization of the Jackson party!”

Mr. Greene went “through the state,” and into Maine, and New Hampshire, and Rhode Island, to obtain *subscribers to his paper*, and the friends of Gen. Jackson were asked to subscribe funds to pay his expenses which many of them did, and among others Dr. Ingalls. I suppose the Jackson Committee wished him to organize Maine and New Hampshire, and Rhode Island too! Travelling for such an object, he might have been instructed to request (and strange if he did not, at that late period,) an organization of, or rather a spirited effort by the party.

Before he went

"Col. Orne bade him give himself no trouble or anxiety about the note, and gave him his solemn promise, that if he would sign a new note, and leave it with his clerk, he Col. Orne, would *endorse it as usual*, and see that it was renewed."

ENDORSE IT AS USUAL! Why, Mr. Greene, I thought Col. Orne NEVER *endorsed your notes*, except once after David Henshaw! I thought Col. Orne's assertion that he was an endorser on your note up to the very moment of the establishment of the Jackson Republican, "was false." And yet this very note, becoming due August 1st, 1828, the very *moment of the establishment of the Jackson Republican*, you asked me, and I promised to endorse, *as usual*! What a prodigy of veracity and consistency is our printer-post-master!

My refusal to endorse further his note, and all the circumstances attending it, were known only to myself, and Mr. Greene's clerk, Mr. John Redman, Jr. whose statement in his own words, I now give.

BOSTON, September 28, 1829.

I the subscriber, John Redman Jr., went into the employment of True and Greene, the publishers of the Statesman, about April 26th 1828, as a Clerk, and remained with them until July 1829. On or about August, 1828, a note signed by True & Greene, and endorsed by H. Orne, became due at the North Bank. Mr. Greene was then absent from the city. On receiving at the counting room a notification from the bank to pay this note, Mr. True signed a note for \$500. Before Mr. Greene left the city, I laid before him a list of the notes which would probably become due during his absence, and when we came to the North Bank note for \$500, Mr. Greene remarked that that note would be renewed again. I asked him if Judge Orne had consented to endorse the note again; he replied that he had made the arrangement at the bank, and he had an arrangement with Judge Orne who would of course endorse it. These were all the instructions he gave me on the subject. On receiving the notification from the bank, I proceeded with the note, signed by Mr. True, to Judge Orne, and asked him to endorse it. I called at his office once or twice before I saw him. Judge Orne expressed to me much surprise at the request, and remarked that he should have thought that Mr. Henshaw, and Simpson, would have wished to have got along without his assistance, as they were directly opposed to him, and doing all they could to injure him—that, to say the least of it, he thought it was very indelicate—that he had engaged or was about to engage for a new paper, and wanted for that purpose all the money and influence he could command. He however remarked that as Mr. Greene was out of town, he should regret to have any difficulty about the note—that if Mr. Henshaw or Simpson or Dunlap would endorse it, he would endorse it also, and get it through the bank. I went first to Mr. Simpson and made the proposition, but he replied "I don't endorse notes—I don't endorse, but I will help you to get the note through the bank—if you wish for any endorsing, you must go to Mr. Henshaw." I accordingly called on Mr. Henshaw, and he declined in toto, saying that I must state to Judge Orne, Mr. Greene was gone away, and if he did not endorse it, he must pay it—he further said I must go to Mr. Simpson, he was the man to make the arrangements. I then returned to Mr. Simpson, and he remarked with a great deal of coolness, "well let it be over—if Col. Orne does not endorse it, he will have to pay it—you cannot help it." I returned to Judge Orne with their replies. He then remarked if I would get Mr. Henshaw to say that when the note became due it should be taken up, so that he should have no further trouble about it, he would endorse it, and get it through the bank, but did not wish Mr. Simpson's word, as he could not rely upon it. When Mr. Dunlap's name was mentioned as an endorser, I replied that Mr. Dunlap was regarded as a friend of the paper to write for it, but not to endorse. I saw Mr. Henshaw, and he declined to give any such assurance as Judge Orne proposed, saying he wanted it endorsed without any other conditions than the face of the note expressed. I carried this answer to Judge Orne, and he replied, well, he could do nothing further about it.

JOHN REDMAN, JR.

In justice to Mr. Redman I would state that although my recollection differs in some respects from his, he appears to me to evince, not

only a most scrupulous and careful regard for the facts, but a commendable degree of intelligence. Every word in his statement he appeared carefully to weigh, and to consider scrupulously the import of every expression. His manner and intelligence entitle him to the highest degree of credit. It was Mr. Redman alone who saw me on the subject, and who bore my declarations to the Statesman party, and theirs to me. With Mr. Nathaniel Greene, or any of his friends, I have never, since his application to me as a director of the bank, had one word of conversation on this subject. On the contrary, after Mr. Greene's return from his most *valuable services in organizing the party*, I should have judged, from his manner to me, he felt rather contrition for the injustice of his own conduct, than any indignation at mine.

The only important respect in which my recollection differs from Mr. Redman's, is one in which I have great confidence in my accuracy. When he brought me the note to endorse, I felt not only "surprise," but an indignation I could scarcely suppress. It evinced a degree of impudence on the part of his employers which I would scarcely ascribe to any thing but an intention to insult me. It was the old story again, of Dr. Franklin, about paying for "*heating the poker*." The only notice I ought to have taken of the proposition was to kick it out of my office, which might probably have been the case had it not been brought by one who himself was entitled to much courtesy.

If Mr. Greene himself had been the bearer, he would probably have received a proper answer. His absence presented the only claim to my indulgence. It was on that account, and that account only, that I told his clerk that I would put my name on the note, after any responsible name of the friends of the Statesman. When, after much negotiation, this was absolutely declined, my last proposition to the clerk was, that I would endorse the note, and get it renewed once more, if either John K. Simpson, David Henshaw or Andrew Dunlap, would give him, the clerk, their simple word, that I should never again be troubled about the note, but it should be taken up at maturity. In this my recollection differs from Mr. Redman's, who thinks I refused to place so much confidence in the word of John K. Simpson. I own I at first expressed my unwillingness to, but still determined at last on *account of Mr. Nathaniel Greene's absence*, to trust to such a poor reliance, and do more than perhaps any other man in the United States would have done, under similar circumstances. And this Mr. Nathaniel Greene says, was "an attempt to destroy his credit, and break up his establishment in his absence."

But showing Mr. Greene's narrative of the circumstances to be false, is not the only answer to the accusation. Suppose the note had not been renewed, what was the consequence? Why if the principal did not pay it, the endorser must. Instead of *endorsing* for Mr. Greene, I should have had to *pay the money*, that was all. Mr. *Greene's* credit! Ha, ha. No man's credit suffers much when a note is paid at maturity by any party to it, and this was perfectly understood by Messrs. Hen-

shaw and Simpson, when they sent me back word that if I did not choose to endorse the note, I might pay it—it was a matter very indifferent to them. For me to have endorsed the note, and supported a paper whose avowed object was my injury, was out of the question. I preferred *paying the money*; and refused to endorse the note with an unhesitating belief that I should have had to pay the money the next day. Who then would have been the sufferer, Mr. Greene's *credit* or my purse? And this Mr. Greene calls "breaking up his establishment in his absence!" A more outrageous proposal was probably never before made to an injured man, and it is equalled only by the false, diabolical statement of it which Mr. Nathaniel Greene has so extensively made.

Mr. Greene's denial that he has made complaints against me on this subject, in Washington, and that the notes I have endorsed for him were shown to the president in proof that I had been paid for writing in the *Statesman*, in regard to the presidential controversy, I shall notice on some future occasion. There will be probably, evidence enough to satisfy the public how far such an assertion is true. But enough of this. I have done, I hope forever, with my pecuniary connexions with True & Weston, and with True & Greene. My next subject will be the *political* part of Mr. Greene's statement—those *veracious* certificates.

But before throwing from me forever this nauseating subject, a reflection occurs which I cannot, without difficulty fail to utter. Mr. Nathaniel Greene is post master of Boston. Mr. Barry the post master general, has reputation in the country as a man of elevated character. How can he suffer the reproach that must fasten on him, long and deeply, of continuing such a man as Nathaniel Greene in an office, but for him so respectable and important? Why does he not, from a regard for his own honor, instantly, remove so degraded an incumbent? Why should this great commercial city bear, any longer, this opprobrium and disgrace?

HENRY ORNE.

[In the next place Col. Orne notices the persons who have signed certificates about politics in Mr. Greene's statement, as follows.]

Who Mr. Nathaniel Greene is, and the confidence to be placed in his veracity, I have already sufficiently, in other respects, considered. Mr. David Henshaw was my competitor, and a successful one, for the office he now holds, and one of the avowed authors of the charges. His credibility will be, by and by, the direct subject of consideration. But Mr. Samuel Jones, Dr. Theodore Dexter, and Mr. James Gooch, may not be quite so notorious in this community, and I shall give them a few words of introduction. Mr. Samuel Jones and Mr. James Gooch are two to whom Mr. David Henshaw has given appointments in the custom house—who hold their bread at Mr. Henshaw's will,

and who must therefore be considered very *independent* witnesses in a controversy to which Mr. Henshaw is a party. They each, I believe, hold the office of an inspector. They may both, however, be considered principals in the slander, as they were among those arranged to office while the contest was yet pending, and dependent for their success on the result of the slanders against me.

Dr. Theodore Dexter, also, stands in the same relation. He was equally to be a partaker of the loaves and fishes, has been several times recommended by the same party, and although as yet unsuccessfully, to the president, who may perhaps begin to think that the important services of these men have been already *almost* sufficiently rewarded, yet, having by his certificate reinforced his claim, there can be little doubt that his devotion to Mr. Henshaw has been promised, and will be rewarded with an office under him. And, certainly, he is well entitled to the wages of iniquity. May he be more satisfied with them, when they are obtained, than was his predecessor, Judas.

Mr. Samuel Jones, until his appointment as inspector, kept, I am told, for I was never in it, a small grocer's shop, in which he sold various little commodities to eat and drink, such as rum, pies, and other similar matters. In sharing the noble spoils of victory, Mr. Jones's pretensions were by no means of a very humble grade; for he claimed, I am told, most stoutly, either the naval office, the surveyor's, or that of the Boston postmaster. His pretensions, in his own opinion, were so much superior to those of Mr. Nathaniel Greene, that he exclaims indignantly against his unmerited success, and hobbles about as inspector, with undissembled dissatisfaction. Although Mr. Jones may have signed his certificate, there is much reason, on the face of it, for thinking that somebody else prepared it for his hand. To show that I am not probably mistaken in this, I adduce the following literal copy of a letter, addressed by him to the president and directors of the North Bank, at its organization, a few years since, when Mr. Jones applied for the office of Teller, with a salary, I think, of \$300 a year. In the copy I have literally preserved the orthography of the original, with its capitals and punctuation.

"Gentlemen

Understanding that you are
Receiving proposals For Teller to the
 North Bank I Take the Liberty
 To Offer my Services for that
 Office and If Elected Shall
Indevour Faithfully To Discharge
 The *Dutis* of The Office

I Have The honour &C
 Samuel Jones"

No one, I think, can doubt, that with such qualifications, the Statesman party has really done great injustice to Mr. Jones, in not making him a naval officer, surveyor, or post master—and, certainly, the pay of \$1095 a year, besides perquisites, is altogether inadequate to such expectations as he must have formed, and for such political services as

he probably rendered. Mr. Jones was for many years *chairman of the Statesman county and ward committees*. Surely it was very unpardonable in me not to be anxious to be a member of the committee for one of the wards !

With Mr. James Gooch I have positively no acquaintance whatever. I do not recollect that I ever spoke with him more than once, and then simply to receive from him a notification that I was a member of the ward committee for ward No. 7, which Mr. Gooch left at my house, and for his trouble in bringing which I probably thanked him. This was previously to my ever attending a meeting of that famous committee, and it certainly evinced my great want of taste in not wishing to meet with it more than once, especially with Mr. Samuel Jones for its chairman.

Of Mr. Gooch's private character I know nothing. Information has been given to me which I do not wish to repeat ; but would rather refer it to Mr. Henshaw, as being more interested in Mr. Gooch's capacity to discharge the duties of the office to which Mr. Henshaw has appointed him.

With Dr. Theodore Dexter, I have been somewhat better acquainted. He is, to some extent or other, and in some way or other, engaged in the practice of medicine. His main business is, however, I believe, keeping a small apothecary's shop, which he found it convenient to stock on credit, from the larger drug shop kept by Mr. David Henshaw, before he was appointed collector of this port, and which is still, I believe, kept by Mr. Henshaw's brothers. How far Dr. Dexter still continues dependent on this family for his stock in trade, I do not know,—nor that his sole reliance now is not on an appointment in the Custom-house. The independence of his testimony, therefore, I shall not call in question. I, too, had once done some service to Dr. Dexter, which subsequent events satisfied me was at least injudicious. I recommended him for, and perhaps had some weight in procuring for him the appointment by the city, of physician at Rainsford Island. For his conduct in that office, however, during the first year, charges were brought against him before the Common Council, and they declined to re-elect him. Moved by compassion for his poverty, and without the receipt or hope of a fee, I defended him with my professional services against the charge, and thereby, although perhaps doing him no good, doing myself some injury. On this and some other occasions, he probably has been at my office, and may once have seen Mr. Nathaniel Greene there, who, however, for several years past, was seldom there, except to borrow money. That Dr. Dexter should undertake to report and certify, what he pleases to call my private conversations, ought not to excite surprise after his being a member of the Statesman party. And yet his conduct does excite in me a little surprise. He never came to see me without speaking of the hostility felt towards me by the Statesman party, and of their pretending that my contempt for their conduct arose from indifference towards the support of Jackson ; of all which he spoke with all the indigna-

tion I have myself since manifested. Mr. Simpson's hostility to me, in particular, was one of his prevailing themes ; but, naturally unsuspicious, I did not credit it on his and many other persons' testimony, preferring to think they were all mistaken, rather than that a man who owed me nothing but kindness, should, in opposition to his own earnest assurances, be, in secret, striving ardently to traduce my character, and misrepresent my conduct. Dr. Dexter however, was as correct then, as he was undoubtedly honest. I could do him some favors *then*—Mr. Henshaw can *now*, and this excuse, sufficient for the inconsistencies of so many others, ought to be deemed, perhaps, sufficient for him.*

Having thus alluded to the persons who have certified against me, I must refer to another number, the consideration of their testimony and of the further apparent circumstances under which it was given.

HENRY ORNE.

*At all events I would not wish to be very severe upon him, for he would probably exclaim with *another apothecary*, "My poverty and not my will consented."

N. B. A few weeks after the publication of the above, Dr. Theodore Dexter was actually appointed by Mr. David Henshaw, to a very lucrative office in the Boston Custom House!!!

In noticing the *gentlemen* who have thought it proper to give their *certificates* against me, I shall begin with Mr. David Henshaw, collector of the port of Boston. His official situation, at least, if there were no other reasons, entitles him to this preference ; but, in point of fact, he is obviously the author of all the charges ; the others being his mere subordinates, and dependents—moving at his nod, and in any direction he indicates. I shall do it, also, because an answer to him is virtually, one to all the others, and will render any peculiar notice of them a very easy, and very summary matter.

I shall for the same reason, defer, also, until afterwards a notice of the extract from *Old Republican*, as published by the *veracious* Mr. Nathaniel Greene ; and my letter, as published in the *Massachusetts Journal*—the true bearing of both will be very easily understood after I have done with Mr. Henshaw.

And in regard to his statement I have publicly asserted it to be *false* and pledged myself to prove it so, and now renew my pledge, and proceed to redeem it, under the consequence I have freely invoked, of having, if I fail, the charge of a falsehood fastened on me. And yet one may think this a very bold undertaking, in relation to what a man asserts to have been a private confidential conversation, in his presence only, when no witness can be adduced to confront or confirm him. Mr. Henshaw, no doubt, calculated much on his security in this respect when he had the egregious folly to put his name to that certificate.

and though he was well aware the facts stated in it must be contradicted by me, and that, in this community, generally, such a contradiction would be a sufficient answer to any thing he might assert, yet he supposed the government would be induced to believe one of its own important officers—that members of the Jackson party, at a distance, who might not well know our respective standings where we were best known, might either believe him, or at least feel doubts on the subject—and, in any event, the Duff Green presses all over the country would support his statement, whether they believed it or not, unless falsehood were publicly fastened on it, which he flattered himself was morally impossible.

The disproof of an alleged conversation, when no one was near to witness it, admits only of three species of testimony. In the nature of the case, unless the party making the assertion afterwards retracts it, no other contradiction but one of the three can arise. These are first, the contrary assertion of the other party—secondly, evidence that the sentiments attributed to such party are at war with his clear and manifest sentiments on all other occasions—to his obvious interest and policy—and to his conduct,—thirdly, evidence that the sentiments ascribed by the party, making the assertion, to himself, are at war with his own sentiments, policy and conduct, on other occasions.

From all these sources I shall draw evidence, I trust, of the most satisfactory kind; and in regard to the first, shall give my most solemn affirmation, under the highest sanction of an oath, that the certificate, signed by Mr. Henshaw, is essentially false.

But before I proceed to the general character of my sentiments, and those of Mr. Henshaw, on the subject in question, I will consider, cursorily, the credit due to his own statement on the face of it, independent of any contradictory evidence. Mr. Henshaw was a competitor with me, for an office he has since obtained. One of the main grounds of opposition to me was the sentiments in relation to the election I was supposed to have uttered. It is abundantly manifest from his own publication that he in connexion with Mr. Nathaniel Greene, whose veracity I suppose is now no longer *questionable*, was the author of the reports currently circulated against me on that subject. These reports had been denied by me in the boldest and most explicit manner, and the authority loudly called for and openly repudiated. Those who assisted in giving them currency, on his authority, were driven back upon him for support, and he was compelled to give countenance to his assertions, or bear the obvious consequences. He was, besides, deeply responsible to the government of the United States, whose conduct had been mainly influenced by the information he had given them; and not only his character, but the important office he held, were obviously at stake. He was besides, deeply irritated by the exposure, on the part of Columbus and myself, of his own unworthy and disgraceful intrigues to obtain his appointment, sacrificing, in the pursuit of that object, the harmony of the Jackson party in this Commonwealth. These exposures had placed him in a light before this community, intol-

erable to be borne, without some effort to vindicate himself. He was literally smarting and writhing under the sharp and knotted lash of public censure, until he was able to endure the pain and disgrace no longer. It is impossible to imagine any one more connected with a subject as a party than Mr. Henshaw was with these charges; and his own testimony, therefore, upon all the common principles of evidence, would be subject to the highest degree of distrust and suspicion.

But there is another consideration which must affect still more deeply Mr. Henshaw's credibility. By his own showing, he has violated, what he shows to have been, if it ever took place, not merely a confidential conversation, but one of the most sacred character, dictated alone by a friendly interest in his welfare, and designed for his peculiar benefit.

"Col. Orne, (he says) said, he understood I had been selected as one of the committee of correspondence, and advised me not to *serve*. He said that if I took any part in favor of Gen. Jackson, it would *destroy my influence and throw me out of the legislature.*"

D. Henshaw.

No motive is suggested for my holding such a conversation with him except what related to his own welfare, and yet that conversation, uttered under the sacred seal of secret and private confidence, he afterwards discloses, without any provocation, with a view to my injury. I say without any provocation, for these sentiments were ascribed to me long before a division existed in the Jackson party, and were made the avowed cause of that division. This fact is very explicitly, though not very cautiously, or cunningly, admitted by "Anti-Janus;" a writer, whoever he may be, who obviously comes forth under the sanction of Mr. Henshaw, and other similar leaders of the Statesman party.

"At length the election of Mr. Stevenson as Speaker of the House took place, and other thick coming indications warned this most cautious of fence-men that it was time to jump off.

"But his conduct during the time when his assistance was needed, and would have been welcomed, and the base and selfish calculations which had induced that conduct, caused him to be viewed every where with coldness and distrust."

Anti Janus.

Anti-Janus does not affect to dissemble that the war was commenced against me by what he calls treating me with "coldness and distrust;" and after all the excitement, up to this moment, the only evidence adduced of my "base and selfish calculations" and conduct, is a supposed conversation between me and Mr. Henshaw, and another of a similar character with his despicable tool, the veracious Nathaniel Greene.

How far an avowed and unprovoked violation of private confidence affects a man's credibility, it may be useful, for a moment, to consider. The inviolability of private confidence rests alone on a sense of honor. To violate such confidence evinces an absence of that feeling of honor on which it was reposed. And on what foundation rests a regard for truth, when not stated under a judicial or legal sanction, involving a liability to pains and penalties, in damages and indemnifica-

tions? Is there any other security for veracity, in ordinary cases, than the same sense of honor? And when a man shows himself to be destitute of it, what confidence can you place in his word? Will not he who, without any justification, violates the confidence of a private communication, intended solely for his own benefit, and violates it too with a motive to injure the party who bestowed the confidence,—will not he also, I ask, violate the truth? And what claim does such a man's statement afford to credit, which discloses on the face of it the absence of a sense of honor, and the motives for making which are shown to be of the most interested, selfish, and revengeful character? In this simple view of the subject alone, I think, I might leave the statement and conduct of Mr. Henshaw to the execration of all honorable men. But I shall not let him off quite so easily.

Having solemnly denied its truth, as I have done in the following affidavit—

BOSTON, Nov. 5, 1829.

I have carefully read the certificate signed by David Henshaw, dated September 23d, 1829, and published in the Boston Statesman of September 26th, 1829, and have given to the subject of that certificate very full and mature reflection; and although I cannot pretend to recollect accurately the conversation to which it alludes, *I am confident, beyond the possibility of a doubt* that that certificate is **ESSENTIALLY FALSE.**

HENRY ORNE.

Suffolk, ss. November 5, 1829. Then the above named Henry Orne, personally appeared and made solemn oath that the foregoing certificate by him subscribed, was just and true.

Before me, WILLIAM KNAPP,

Justice of the Peace.

I shall now, in the first place, proceed to show what my sentiments and conduct were, on other occasions; and, in the second, what were those of Mr. Henshaw.

In regard to myself, I shall show what were my uniform opinions respecting the support of Gen. Jackson, from the beginning of 1826, down to the establishment of the Jackson Republican, in August, 1828, after which event, I suppose, the columns of that paper, in themselves, will be sufficient evidence on the subject. I shall show what they were in the inmost and confidential recesses of my own family, where craft, and dissembling, and even caution itself, if they were practised any where, could not come. I shall show what they were in public, in my walks of business, by those most often about me, on all occasions when they were introduced, and in the presence of all descriptions of persons with whom, on such occasions, one comes in contact. I shall show what they were in the newspapers, open, in any degree, to the views of the party to which I belonged. I shall show what they were, abroad, in other parts of the United States, where my business or pursuits may have led me. I shall show what they were, in the presence of Gen. Jackson's friends, and in that of his most zealous and prominent opponents, by those who knew me best in private life, and by those who knew me only on this subject, through the medium of public events, or of the public opinion. It will then be made manifest whether or not the assertion of Columbus was true; that

there is no man in this country from Maine to the Mississippi,—from the Atlantic to the remotest stage in the progress of our western pioneers, whose course has been more open and decided than mine, or against whom the charges of a *fenceman* might not, with as much propriety be advanced.

In the first place, it was truly stated by Columbus, that as the campaign in favor of Mr. Crawford, during the previous contest, in this commonwealth, was begun by me, so was that also, in the last contest, in favor of Gen. Jackson. The opposition to Mr. Adams, including not only Gen. Jackson's old friends, but those of Mr. Crawford, first regularly broke ground as a party, in relation to the Panama mission, in the beginning of 1826. In this early and decided movement, on the part of the Crawford party, I took an open part, and published, in the Boston Statesman, under a signature sufficiently known; that of Old Republican, five numbers on the subject, averaging between two and three columns each compactly printed. They are in the Statesman of the following dates, viz. March 28th, April 13th, 15th, 17th, and 18th, 1826. It is in vain to do more than refer to those articles, as the republication of them is out of the question, and the numbers have not since, up to this moment, been seen by me; but if there were an expression in them, at war with my statement, it would have been given, long since, by those who preserve files of that paper. More explicit evidence of opposition to Mr. Adams' administration was not afforded by a single member of the party in the Congress of the U. States. This is the beginning of the very year, 1826, referred to by Mr. Henshaw and his associates, as the time of my trimming course, and unwillingness to encounter any responsibility, or incur any labor, on the presidential question. The contest was thus begun by me—But how was it begun on the part of the Statesman party? That very spring of 1826, Mr. Henshaw, by an arrangement between the Statesman party, and the democratic supporters of Adams and Clay in this city, was chosen a senator in the state legislature, and shortly afterwards, Mr. Andrew Dunlap, and Mr. John K. Simpson, by a similar arrangement, were chosen representatives. I considered these arrangements very unfortunate for the national opposition party here, and as a virtual abandonment of that party, by these men. The proportion given to Crawford or Jackson men, as they were indiscriminately called, being so small as to annihilate any influence of the party. The ambition of the men might be gratified, but the cause was abandoned. These men controlled the course of the Statesman, and during the whole year, the course of the paper was almost neutralized, scarcely affording evidence that it felt even a lukewarm interest in the national struggle. Those who took a deep interest in that struggle were indignant, and none more so than myself. The consequence was, little or no connexion between me and the Statesman, for a long period afterwards. I seldom, if ever, went to the office, during that whole political year, and never, to my

knowledge, conversed with Nathaniel Greene, unless when he applied to me for loans of money, or for the endorsement of his notes. My political intercourse, too, during the same time, with Mr. Henshaw, Mr. Simpson, and Mr. Dunlap, and others of that *tribe*, was altogether broken off, so that, probably, there was scarcely a man in Boston, not as competent as either of these, to speak of my political sentiments during that period. Of all the witnesses who could be brought forward, there could be none with so little knowledge as that possessed by these gentlemen, of my political views.

It was not until the following political year, to wit, the spring of 1827, that these Statesman leaders, then being thrown off by the Adams and Clay party, began to give signs of any feeling on the presidential contest. Having little confidence in their firmness or fidelity, I felt, however, ready again to act with them, at that time, in the Jackson cause—on the principle that all members of a party, however dissimilar and discordant, must, to some extent, co-operate in that party's measures. From the spring of 1827, until the winter of that year, every moment of my time, however, except that actually spent in official duties, was absorbed by a subject of domestic solicitude, from which neither politics nor professional business could one moment divert me. From my return from the Western country, about the 20th of December, 1827, I was enabled to resume my attention to the national controversy, and took my usual prominent and zealous part. What was done between these periods, by the Statesman and its leaders, I cannot state; but if any important movements were made, they are unknown to me up to this moment. Mr. Henshaw's certificate, therefore, in regard to my political course, proceeds from a man with the least possible knowledge of the subject about which he undertakes to certify.

But what my sentiments really were during that period, and long before, I shall now proceed to show; and shall begin, first, with the certificates of those acquainted with them in the closest recesses of private life. The number might be multiplied to embrace every individual who had the means of information; but this cannot be necessary. I shall begin with that of Mr. Samuel Ellis, who married the sister of my wife, and was often a member of the domestic circle during the year 1826.

Mr. Samuel Ellis' Statement.

I was acquainted with Col. Orne, during the year 1826, and well remember hearing him converse on political subjects. In that year I often heard him express a decided preference of Gen. Jackson over any candidate before the people. I have been often, almost daily, since that time in his society, and have never heard him express a preference for any other candidate. Nearly all my intimacy with him has been in the confidence and retirement of the domestic circle, on occasions when no motive could exist for dissembling his political views. There and abroad, I have ever considered him as an open, free, and decided Jackson man.

SAMUEL ELLIS.

October 30th, 1829.

Mr. Ellis was not in favor of Gen. Jackson for the presidency, but

was the only member of the numerous branches of the family of William Little, Esq. who was not.

The next is from Mr. John Brown, also my brother-in-law, a merchant of high standing in this city, among the boldest, most zealous, and earliest of Gen. Jackson's friends. He resided in the same family with me during the year 1826, when not out of the country. He left Boston for Cuba, and Europe, about the middle of January, 1827, and all my conversations with him, or as I remember in his presence, unless at some public political meeting, on any political subject, was previous to that date. His knowledge of my sentiments must therefore have been obtained from conversations during the year 1826, referred to by Mr. Henshaw.

Mr. Brown's Statement.

In my conversations with Col. Orne previous to January, 1827, in regard to the candidates for the presidency, I always considered him, prior to Mr. Adams' election, a Crawford man. Soon after that election, he expressed to me his preference of Gen. Jackson, and from that time until I left the States, in January, 1827, he was free and open in expressing preference of Gen. Jackson; nor do I recollect of ever hearing him speak in favor of any other candidate. I am more confident as to his opinions at that time, from the fact that I found but few individuals who agreed with me in supporting Gen. Jackson. Subsequently to 1827, I was not so intimately acquainted with Col. Orne's political views, but so far as I have known them, I have ever considered him as a decided Jackson man, and on that subject always expressed his sentiments free and openly. In fact, I know of no individual in the Jackson party, that the term "fence man" could be applied to with so little truth.

JOHN BROWN.

Boston, Nov. 3, 1829.

With Gen. Boyd, I have been in the closest and most confidential habits of political intimacy for the last 14 years, and I am not conscious that I had any political views that I ever concealed from him.

Gen. Boyd's Statement.

Ever since the presidency of Mr. Monroe, I have been in the habit of constant and confidential intercourse with Col. Orne. I have no reason to think, and never had, that he ever concealed from me his opinions, or any part of them, on the subject of politics. Until Mr. Adams was elected, he was in favor of Mr. Crawford, and Mr. Crawford only. For some months after that event, he expressed a hope that Mr. Crawford would again be supported, and made no secret of his strong and zealous preference of that gentleman over all other candidates. In the early part of 1826, however, Col. Orne appeared convinced, that Mr. Crawford's friends throughout the country had given up all hopes of his being president, and had evinced their determination not to revive his claims to the office. From that period, Gen. Jackson was the candidate of Col. Orne; and never during all the time which has intervened, have I heard from him one syllable that denoted hesitation, wavering, or inconsistency. At all times, and in all places, where I have met him since, with few or with many, at the social fire side, or among strangers, whenever the subject has been alluded to, he has invariably been the open, decided and earnest advocate of Gen. Jackson's election. No man I ever saw, is more entirely free from that timidity and caution which has given rise to the term "Fence-man."

The latter part of the summer, and the autumn of 1826, Col. Orne with his family, resided at Mr. Davis's, on Jamaica plains. While there, I visited them regularly once or twice a week, and almost always conversed on politics. Mr. Davis was often present, and appeared to take an interest in the subject. I remember distinctly, beyond the possibility of mistake, that Gen. Jackson was the avowed candidate of Col. Orne at that time. I am not aware of his having taken part recently in state politics; but no man of my acquaintance in this part of the country has shown a deeper interest than Col. Orne in national politics, particularly in regard to the presidential election.

JOHN P. BOYD.

Oct. 31, 1829.

The scene of my principal public duties, was the Police Court of this city. In that court room, and its adjacent offices, when no business was transacting, conversations frequently took place on political subjects between the members of the court and its officers, and with gentlemen who might be occasionally there. Scarcely one of the number were in favor of Gen. Jackson but myself, which threw on me, of course, the main part of one side of the discussions. From the certificate of William Knapp, Esq. one of the clerks of that court, one of the magistrates of the city, and a young gentleman of great openness, high sense of honor, and integrity of character, it will be seen what those sentiments usually were.

Mr. Knapp's Statement.

In regard to the communication published by Col. Orne in the "Massachusetts Journal" in July, 1827, I am well acquainted with the circumstances which led to it. Having read an article in that paper, about that time, charging Col. Orne, in conjunction with Messrs. Henshaw & Dunlap, of being the Editors of the Statesman, &c., knowing this not to be the fact, and considering it an unwarranted attack upon Col. Orne, I mentioned to him the circumstance, and at his request I procured for him the paper which contained the article. Having read it, he wrote the note published in the Journal, which at his request I handed to Mr. Child, the Editor of the Journal, with a request that he would publish it, and he accordingly did publish it. The reason which Col. Orne expressed, at that time, for the publishing of this note, was his unwillingness to have the responsibility imputed to him, of any concern in the conducting of the Statesman, being dissatisfied with the course pursued by the managers of that paper. I had often before heard him express his dissatisfaction of the course pursued by them, principally on account of its violence and abusive character in relation to the state and city authorities, &c. That Col. Orne was at that time and long before, a most decided, open and zealous advocate for the election of Gen. Jackson to the presidency, is a fact well known to me. I had been in the habit of seeing him nearly half the time, for several years before, and equally as much so since. I have heard him converse frequently on the subject of politics with men of all parties, and there is no man within my knowledge, who expressed himself more freely and decidedly in favor of the election of Gen. Jackson than he did, and none whose sentiments and wishes on that subject, I supposed were more notorious. His interest in politics, however, was confined to the contest for the presidency; in the state and city contests I have never known him, since his appointment to the station he now holds, under the state government, to have taken any active part, apparently deeming it a subject inconsistent with the delicacy due his official situation. That the letter, as published in the Journal, was in consequence of an unwillingness to take open and decided ground in regard to the presidential election never entered my mind, as his open, decided and unhesitating sentiments and conduct at that time, long before, and ever since, were entirely inconsistent with such an idea. In truth, a man more decided, more unhesitating in his politics, I never knew. I have often heard him speak of the course pursued by the Statesman, as one calculated to injure, rather than promote, the cause of Gen. Jackson, and on that ground, he appeared extremely dissatisfied with their conduct. In any of his conversations concerning the presidency, I never, to my knowledge, heard him speak of De Witt Clinton as his candidate, or as the candidate of his party, for the presidency. While Mr. Crawford was a candidate for the presidency, Col. Orne was a warm and active advocate for his election, and when all hope of his election was given up and the project abandoned, the same zeal and ardor was evinced by him to promote the election of Gen. Jackson. These facts are strongly fixed in my mind from the frequency of the conversations had on the subject of the presidential election, and also from the fact of my being of opposite political sentiments with him, both in regard to the state and national contests.

WILLIAM KNAPP.

Oct. 31, 1829.

In May, 1826, I went to Norfolk, in Virginia. At Baltimore I stopped one or two days, both going and returning, and saw repeatedly Mr. Munroe, the editor of the Baltimore Patriot. Although remote from each other as the antipodes, in the presidential contests for the

last seven years, yet both being formerly members of the democratic party of Massachusetts, our political conversations when we met, and we have met many times, were usually very frank and open. If I had wished to conceal my sentiments in opposition to Mr. Adams' administration, I know no man in the country more carefully to be avoided, than the zealous and indefatigable, though gentlemanly and high minded editor of the *Baltimore Patriot*. Mr. Munroe also called on me at the time, with some prominent friends of Gen. Jackson, who had also been equally prominent in the cause of Mr. Crawford. They, perhaps, might also recollect our political conversation. My sentiments on those occasions will appear from the following statement of Mr. Munroe.

BALTIMORE, Oct. 5, 1829.

Dear Sir:—I have received your letter reminding me of your being in Baltimore early in the spring of 1826 on your way to Norfolk, and asking me to state to you my impressions as to your political principles as avowed to me at that time. I did certainly understand you to be opposed to the administration of Mr. Adams, and you stated to me very unequivocally your intention of opposing his re-election,—that you were for Gen. Jackson, and that you believed the Crawford party pretty generally would rally under his standard. You repeated the same sentiments on your return from Norfolk, and gave reasons why, in your opinion, Virginia would take the same ground.

Your sentiments are the more fully impressed upon my mind, as it could not fail to surprise me to find you so fully wedded to certain men and measures, which, if successful, I apprehended, would prove highly injurious to the character and stability of the government, and equally so to the great interests of the country. In the result of the contest my apprehensions have been more than realized, but I derive consolation in the belief that there is yet a redeeming spirit in the people.

As you have lent your influence to bring upon the country the present state of things, you must expect in common to bear a portion of the calamity.

I am respectfully,

Your ob't. serv't.,

ISAAC MUNROE.

At Norfolk, I conversed at much length, and freely, with the Hon. Littleton W. Tazewell, the liberal, high-minded, *illustrious* senator from Virginia, a gentleman with whom I had been long acquainted, and with whom, in regard to the contests for the presidency, I have acted in perfect harmony, during the last seven years. The period of this conversation, it will be remembered, was soon after the discussions, and decisions on the Panama question, in which Mr. Tazewell had taken so powerful and leading a part, and on which I had also written, with immeasurably inferior strength, indeed, but certainly, with equal zeal. That Mr. Tazewell should have paid much attention to the sentiments I expressed to him, is, in the highest degree, improbable; but if he has any recollection on the subject, it will certainly be in harmony with my statements.

In the course of the summer and autumn of 1826, after my return from Norfolk, I passed, with my family, a few months at Jamaica plains, at the house of Mr. Davis. When gentlemen came to see me, and particularly Gen. Boyd, our conversation was very often about Gen. Jackson as a candidate for the presidency, and in these, though I believe he was not then exactly a *Jackson man*, Mr. Davis seemed to

take a deep interest. I intended to apply to him for his statement ; but my avocations, and the distance of his residence, have rendered it, for the present, impracticable. The incident is important, because it must have been about the very moment of time referred to by Mr. Henshaw's certificate.

With Judge Ware, of Portland, I have for a great number of years, always harmonized in my views in the presidential contests, and holden with him the most unrestrained and confidential political intercourse. He has regularly, I believe for several years, visited Boston, once or twice a year, and never, I think, without seeing and conversing freely with me. To him I would also refer, whether my conversation with him has not always been in harmony with this statement.

That the impression of men of the highest political standing in regard to my political course, was also similar, differing from me, as they essentially did, in politics, and as evidence of the public opinion to the same effect, I have taken the liberty to publish the following extracts of letters. They were intended as letters of introduction on my visit, last winter, to Washington. The first is from Mr. Otis, the mayor of this city, who, although an object of favorite denunciation by the Statesman party, was actually vindicating, in the Senate of the United States, the conduct and character of Gen. Jackson from aspersions, at the very moment Mr. Henshaw and the Statesman party were heaping them upon him. The other is from the Solicitor-general of the commonwealth, the Hon. Daniel Davis, a name too well known for learning, distinction and worth, to need a comment from me. The former was procured for me by a common friend—the latter was tendered by that courteous civility which is so grateful among *gentlemen* when widely separated by opposing political opinions. They both do so much credit to the political liberality of the writers, that I think, in taking the liberty of giving them publicity, I commit no act that can be offensive to their feelings.

Hon. Mr. Otis (Harrison Gray) to the Hon. John H. Eaton.—

BOSTON, Jan. 21, 1829.

This letter is intended to introduce to your acquaintance Judge Orne of this city, who visits Washington for a few days. He is a gentleman of highly respectable standing here ; has been a democratic republican from the day he was born, and a staunch and active friend of Gen. Jackson from the day he was thought of. I have no doubt his opinions and information respecting the state of parties and things, in this quarter, will be entitled to perfect reliance. He is a man of honor, and a gentleman ; which is more than can be said of every man of any party.

Copy of a letter, from Hon. Dan'l. Davis to the Hon. John H. Eaton.

BOSTON, Jan. 21, 1829.

Sir,—I take the liberty to introduce to you the bearer, Henry Orne, Esq. of this city, who is about to commence a journey to Washington.

From a long acquaintance with Mr. Orne, I can assure you that he is a gentleman highly respected for his talents and attainments ; that in the several offices he has sustained under the government of this state, he has been and now is held in high estimation for talents, learning and integrity, by all classes of the community.

I have no knowledge of Mr. Orne's objects or motives for visiting the seat of government at this time. Whatever they may be, I can assure you, with perfect sincerity, that he is worthy the highest confidence of the government, and that his professional talents, learning and eloquence, render him competent to the duties of any office that may be in

the gift of the new administration. It is *perfectly well known here*, that during the late contest for the chief magistracy of the nation, Mr. Orne devoted his talents and influence to the cause of the successful candidate. This influence, from Mr. Orne's situation and connexions, was very extensive; and it is my opinion that there is NO MAN IN MASSACHUSETTS WHO HAS DONE MORE, OR IN A MANNER SO ENTIRELY UNEXCEPTIONABLE FOR THE ELECTION OF GEN. JACKSON, than Mr. Orne. The new administration will possibly be much assailed by applicants in this quarter for the "loaves and fishes" in its power to bestow. If the assurances of a citizen who is aloof from all political parties: and has nothing to ask or expect from any of them, or from the government itself, in favor of the reputable character of Mr. Orne, and of the estimation in which he is held, can be of any use to him, or the friends of the new administration, they are most cheerfully afforded in the present instance.

These documents occupy so much space, that I must omit, for the present, all but two more.

The first is from the Boston Statesman, of the date of September, 1826, nominating me, without my knowledge, as the candidate of that party, for mayor. From this it would seem, my "base and selfish conduct," stood in my way as a Jackson man, only when I was supposed to stand in Mr. Henshaw's way for the collectorship of this port. The articles in the papers of Sept. 21st and 26th, 1826, are understood to have been written by Mr. David Henshaw, and about the very time to which his certificate relates.

The proceedings of a meeting at the Exchange, at which a "Jackson corresponding committee" was chosen, were published in the Statesman, Saturday September 21st 1826, and it is there stated that the meeting took place on the preceding Thursday evening.

From the Boston Statesman, Sept. 21st, 1826.

"WHO SHALL BE MAYOR.—This question is frequently asked. We want one essentially different from the one we now have. We want a man of method—who will not, before his calculations are made, plunge the city into wasteful expenses. We want a man of judgment—of discretion—of discernment—of probity—of veracity—of honor; one who understands the laws and will observe them—who knows the rights of the citizens and will not trample on them—a man who has energy regulated by judgment, who has zeal directed by knowledge—one who will *command* because he will *deserve* the public confidence.

Such a man we have, if he can be induced to leave his present permanent station, for an office whose tenure is more precarious. Having no authority to place this gentleman's name before the public, I feel a delicacy in doing it. But from a full knowledge of his eminent qualifications for this station, I will venture to take the liberty of suggesting for the public consideration

COL. HENRY ORNE,

as a suitable candidate for the office of mayor. He is an inhabitant of the north part of the city; and no man understands the wants and interests of that section better than he does. All those friendly to improvement at South Boston, will feel the utmost confidence that, so far as it lies with him, *Justice* will be done to their claims. The republicans of Boston will recognize in him a *steady, undeviating, unwavering friend to their PRINCIPLES*. The middling classes of society, will have confidence, if he be chosen, that they do not now possess, that the mayor knows their wants and will pay some attention to their interests, and some respect to their feelings.

It must be obvious to all, that a revolution of this kind is not to be effected without a struggle.

The *King Serpent* that has coiled himself around us, and is *sucking up our substance* cannot be strangled without an effort; that struggle must be met; that effort must be made; the occasion demands it. In the opposition to Mr. Quincy, and the vile system of his administration, we should not be tenacious about the elevation of this man, or that man. Our object is to make a change; and get a good man, the best man if possible; at any rate a better one than the present. And we shall not be likely to get a worse. Col. Orne every thing considered, I believe to be *the very best man*, but about the man we must not

differ. Little can be effected without concert, which is the result of organization. Combine the efforts of those who dislike the present incumbent for his mal-administration, and a majority is secured at once. A movement for this object ought to be immediately made." D.

Statesman, September 23d, 1826.

"MR. GREENE.—We are much pleased to read in your paper, a nomination to the important office of Mayor, of

COL. HENRY ORNE.

We want a man of talents, energy, prudence, and official integrity. A man who knows the public interests; and is willing to labor for them; knows how to labor judiciously, and would not sacrifice their interests to those of individuals. Such a man we want, such a man we have not got, but such a man we can have in Col. ORNE.

THOUSANDS."

Statesman, September 26th, 1826.

"Some misapprehensions I find exist in regard to the nomination of Col. Orne. In suggesting the name of that gentleman it was done without his consent or knowledge, for the consideration of the public. It is not presumed that Col. Orne would be very solicitous to exchange his present place for the office of mayor; but if he were called to that office by the voice of his fellow citizens, I have little doubt he would obey the call. It is immaterial whom we get to take the office, provided we get a good and competent man, who is a republican in his principles, habits, and feelings. Such an one whether Colonel Orne, or any other person, whom the voice of the republican party should put in nomination, will get support, *and will be elected*—it is amusing to witness the *ignorance and prejudices* of some men. All who know Col. Orne, know him to be a man of talents—of industry—of research—of method—of discretion—of judgment—of integrity; a gentleman in his deportment; of frank, open and urbane manners. And yet I have heard men whose *coats* would indicate them gentlemen, who perhaps never even so much as saw Col. Orne, who *knew nothing* of him, pronounce him a blockhead and a black-guard, and in the same breath, rate Mr. Quincy but one grade below perfection." D.

The other is also a letter from Mr. Henshaw. It was written under the following circumstances. About the time of its date, I was upon the point of starting for Albany, where I presumed I might be detained two or three days, waiting for a member of my family who was returning from the south, where her health had led her during the preceding winter. Having no acquaintance in Albany, Mr. Henshaw and some other gentlemen, very politely then, gave me letters. Finding the member of my family in Albany on my arrival, I made no stop there, and consequently had no occasion to use my letters of introduction.

Boston, May 16, 1828.

Dear Sir,—Permit me to introduce to you my highly esteemed friend, Col. Henry Orne. Col. Orne is about to visit Albany for a few days, and having no acquaintance in your city, I have taken the liberty of offering him a letter of introduction to you. He is probably already known to you by reputation, as one of our most respectable citizens, THOUGH RANKING AMONG THE "FACTIOUS OPPOSITION." Any civilities you may show him will lay me under additional obligations to you.

Very respectfully, your obedient servant,

DAVID HENSHAW.

Ebenezer Baldwin, Esq. Albany.

The length of this article compels me to omit some remarks I intended to make, upon the confidence to be placed in a man, who pretends, several years after its occurrence, without giving any reason for so extraordinary an act of memory, to relate the *very form and substance* of a *transient accidental circumstance*. A man who will place his veracity at stake on the fidelity of his memory under such circumstances,

evinces so little regard for it, that I feel no inclination to follow his example. Let a man be judged by such conversations, recollected, reported, and colored by his avowed, irritated and revengeful enemy, and there will be no difficulty in proving the boldest and most constant of Jackson's friends—nay, the very members of his cabinet,—not only “fence-men,” but his dissembling enemies, and political opponents. Let a man be judged by such testimony, and his enemy can prove what he pleases.

HENRY ORNE.

[In subsequent numbers, Col. Orne proceeds to show that he wrote more in regard to the recent presidential contest, and commenced at an earlier period, than any member of the party in Boston,—perhaps he might have said, than any in all the New England States. These parts we are compelled to omit, and proceed to his remarks about the sentiments of Mr. David Henshaw, in regard to his certificate. These Col. Orne shows conclusively to have been the reverse of those which Mr. Henshaw ascribes to himself, and thus redeems his pledge to fasten “falsehood on Mr. Henshaw’s statement.”]

Soon after the publication of these numbers of Old Republican, the alliance was made between the Adams and Clay party, and Messrs. Henshaw, Simpson and Dunlap, and they went to the legislature. Before this event Mr. Dunlap had been quite noisy for Gen. Jackson ; but after it, until he was dropped by the Adams party, I heard nothing from his lips. But that Mr. Henshaw had, ever, up to the moment of that alliance, uttered a sentiment in favor of supporting Gen. Jackson, I cannot believe, as what knowledge I had of his sentiments was altogether irreconcilable with such a course. If the Statesman contains any evidence of such sentiments at that time or during the whole political year of his connexion with the Clay party, I should be glad to have it pointed out.

It has been elsewhere stated that this alliance, under the circumstances, with the Clay party, was excessively displeasing to me—encountered in the first instance, my opposition,—and put an end, during the remainder of that political year, to my connexion with the Statesman, and with my intercourse with all its managers. I scarcely ever, if ever, went to the Statesman office, and had no other intercourse with its printer, Mr. Greene, than what arose from lending him money, or endorsing his notes. I probably never conversed, during the year, more than once with Mr. Henshaw, on any political subject, and then, as he states, he probably came to my office on business, talked upon the subject of the Jackson corresponding committee, gotten up by Mr. Samuel Jones which I declined serving on ; and which declining, it is highly probable I stated at the time. I cannot, like Mr. Henshaw, pretend to report, at this length of time, the *form* of the conversation ; but I have a conviction, as confident as I have of my exist-

ence, that the sentiments he expressed were unfavorable to the character of Gen. Jackson, to his being supported for the presidency, and to Mr. Henshaw's consenting to act on Mr. Samuel Jones' corresponding committee. That I could not have dissuaded him from serving on that committee, if instead of avowing an inclination to serve on it, he expressed the most opposite and determined resolution, will be readily credited.

His dislike to the character and conduct of Gen. Jackson, appeared to me of the deepest and most heartfelt kind ; and there was no act of his life, or sentiment that I ever knew him to utter, calculated to convey a different impression, until the letter recently published by him, addressed to the president, and in relation to the memorial of the Boston Merchants.

Except the single instance of his conversation with me, referred to by him, and which I have above spoken of, I know nothing of and had no direct means of knowing, Mr. Henshaw's private sentiments ; but from the information of others, I had many reasons for thinking his sentiments regarding Gen. Jackson, were of the most unfavorable character. To some of these I shall now refer.

In the first place, it will be remembered, that nearly all his political associates are now most deeply in his interest, and will not of course, give the public any information they may have. Others, again, who have no interest in the subject, are unwilling to give voluntary testimony of any thing within their knowledge. So that though the witnesses of his conduct and sentiments may be innumerable, it is not an easy matter to bring them before the public.

I understand that Mr. Delano, of the firm of Delano & Whitney, had been a clerk of Mr. Henshaw, and has heard him speak very freely of Gen. Jackson. The expressions I understand Mr. Delano to speak of, show that Mr. Henshaw compared the character of Gen. Jackson to that of the *devil*.

In the year 1826 or 1827, probably the latter, Mr. George Darracot, whose respectability and candor will place any statement he may make above suspicion, was travelling in the stage somewhere with Mr. Henshaw, and conversed with him on this subject. The opinion Mr. Henshaw expressed to Mr. Darracot concerning Gen. Jackson, was of a very unfavorable character, and to the effect, that if Mr. H. supported, or should support Gen. Jackson, it was or would be, because he was the candidate, not of himself, but of the party.

As late as the summer of 1828, during the dissensions of the Jackson party in Boston, a gentleman who was devotedly friendly to Gen. Jackson, and was yet strongly attached to Mr. Henshaw, and in the habit of the most familiar intercourse with him, frequently spoke to Dr. Ingalls and myself, of Mr. Henshaw's strong dislike of the character of Gen. Jackson ; and of his expressing sentiments on the subject more severe, if possible, than any ever published in the *Massachusetts Journal*. Sentiments very similar to those recently ascribed to Mr. Henshaw by a writer in the *Bulletin*, under the signature of a "Yeoman."

The opinions Mr. Henshaw entertained of the conduct and character of Gen. Jackson, are also published by a "Yeoman," with a proffer, I understand of supporting them, if necessary, by his oath. These opinions were expressed long subsequent to Mr. Henshaw's supposed conversation with me, and after the very period he and the Statesman party were endeavoring to make an impression that I was a "fenceman" and "trimmer," and when they were at open variance with the Jackson republican party. The writer of a "Yeoman," I understand, is known to the editors of the Bulletin, and Mr. Henshaw has it undoubtedly in his power to call on him to support his statement, if he thinks proper. Here, then, is a public accusation against Mr. Henshaw, on the authority of a responsible name, by one who claims to have been in the habit of the most free and unreserved intercourse with him. I view it, under the circumstances, when uncontradicted, as testimony of the most conclusive character, and establishing, beyond the possibility of cavil, Mr. Henshaw's opinions. Let his language, as stated by a "Yeoman," be compared with Mr. Henshaw's certificate of his conversation with me, and the character I have ascribed to that certificate is more than justified. I quote from the Yeoman the following passage.

Extract from a communication in the Boston Evening Bulletin, signed a "Yeoman."

"But I will now remind you of a few inconsistencies which must be fresh in your memory. Whenever I advocated my long favorite candidate, Andrew Jackson, as the only man of the day who was eminently qualified to fill the office which he now holds, your invariable reply, down to the summer of 1823, was, and you will blush to think of it now, if you are susceptible of the least feeling of shame, that GEN. JACKSON WAS A CRUEL AND ARBITRARY TYRANT, RICHLY DESERVING THE GALLOWES. As late as the summer of 1828, when conversing on the glorious victory at the battle of the Horse Shoe, which reflected so much glory on the commander, you told me that Jackson, for his conduct there, DESERVED TO BE PUBLICLY EXECUTED. You observed that you supported him from necessity only; that HE WAS NOT QUALIFIED TO FILL THE OFFICE; that HIS CRUELTY WAS UNPARALLELED; and cited the old stories of the six militia men, Arbutnot and Ambrister, &c. in support of your allegation. You stated that after the battle of the Horse Shoe, he ORDERED THE THROATS CUT OF SEVERAL WHO HAD SURRENDERED, and TORTURED AN INDIAN WHO WAS FOUND IN A HOLLOW LOG, till he died. Such, sir, you cannot deny, was your common conversation with me, and I am surprised that you should expect to dictate to the president in his appointments, or that you should consent to hold an office under a man so despicable as you have ever represented him to be. You close your letter "with sentiments of profound respect and veneration." It will at once appear that it is as hypocritical, as it is inconsistent and presumptuous."

By the publication of "Yeoman" then, it would seem that Mr. Henshaw, in attributing to me the expression that Gen. Jackson "had not a single qualification for the office" of president, was committing a mistake not very uncommon among witnesses of a certain character, of putting his own sentiments into my mouth. He was, it would seem, correct in stating the sentiment—but only made a little mistake in regard to the person who uttered it.

It should also be remembered, that at the time Mr. Henshaw held this supposed conversation with me, he depended on the support of the Adams and Clay party, for his seat in the legislature, while I had no connection whatever with any party, but with that of Jackson, or the

opposition.* He had the strongest motives to conciliate Adams men, while I had, for such a course, no imaginable motive. His interest led him to the support of Adams, or at least kept him from that of Jackson, while I had no possible interest in dissembling my connection with the Jackson party. It might have been good policy for him, to avoid committing himself, but after my open vindication of the opposition, a few months before, as Old Republican, my free avowal of a preference for Jackson, to the leading Adams editor in Baltimore, and explicit declarations on the subject, to all parties in Boston, there was no imaginable policy to govern me, in avoiding a connection with the Jackson corresponding committee.

Mr. Henshaw, however, avows his resolute determination to take an official part on that committee, his anxiety to have it organized, and my anxiety to dissuade him. If his statement be correct, he acted with that committee in defiance of my advice. What then will the public think of his veracity, when it indubitably appears, that so far from an anxiety to act with that committee, Mr. Henshaw, in the most explicit manner, *refused to accept the trust*, and distinctly told the committee of the caucus who waited upon him for his answer, *'that if his name was announced on that committee, he would come out publicly and decline !'* and as this declaration was made immediately after his selection was known to him, it must have been previous to his supposed conversation with me !

This conclusively appears by the certificate of Col. Jarvis, which he is ready, as he informed me, to support on oath. Col. Jarvis, while at Washington, assisting in editing the Telegraph, being deceived by the Statesman version of the causes of our division, was strongly united to that party in feeling, and prejudiced against me. He had been on the most intimate and friendly terms with Mr. Henshaw,—owed, in part, his connection with the Telegraph to Mr. Henshaw's exertions, and, at the time of the dissolution of his connection with Duff Green, had selected Mr. Henshaw as a referee. These circumstances had rendered my political connections with Col. Jarvis almost as unfriendly as those with the Statesman party. He is a witness, therefore, from their own ranks. But cool as our political relations have been, my knowledge of Col. Jarvis' character gave me always great confidence in his honor, integrity and veracity; and I am certain these qualities will not be denied to him by any one that knows him. His statement and my letter requesting it, are as follows :

BOSTON, Sept. 29, 1829.

COL. RUSSELL JARVIS: my dear sir—You have probably seen the certificate given by Mr. David Henshaw of my opposition to his serving on the Jackson corresponding committee of Boston, and of his determined and generous devotion of himself to the aid of that committee, and to the cause of Gen. Jackson. If I remember correctly you were selected at the meeting at the Exchange as one of that committee, and were very anxious and active to have it organized, and to proceed zealously in its duties. The circumstances under which Mr. Henshaw calls me before the public, entitles me, I think, to have such information as honorable men can furnish me with, in relation to the charge. As such I

call upon you. Will you do me the favor to state what you know of the proceedings of that committee, of Mr. Henshaw's connexion with, and sentiments regarding it.

Accept the assurances of my respectful consideration.

HENRY ORNE.

Col. Jarvis' Statement.

Boston, Sept. 28, 1829.

COL. HENRY ORNE: dear sir—I have this moment received your note of this morning, in which you request me to state what I know of Mr. David Henshaw's connexion with a meeting that was held at the Exchange Coffee House, about the first of August, or first of September, 1826; and will proceed to state the facts according to my recollection.

Painful indeed is the necessity which impels me to any disclosures unfavorable to the character of Mr. Henshaw; for he once held a high place in my esteem, and for his honor and integrity, I would have endorsed to any extent. My association with him was intimate, and on my part, unreservedly confidential; for, entertaining a high estimate of his character, I regarded him with more than *friendly*, with almost *fraternal* feelings, and felt a deep interest in his welfare. I had, indeed, long deemed him a timid politician, without that stern, inflexible, uncompromising fidelity to his political associations, that would induce him to remain contented in a hapless minority, or to forego public honors, when they were within his reach, through a little of that *trimming*, as it is familiarly called, which is so common among political men, especially of the present age. This trait, indeed, I could not approve, but was disposed to pardon; as I ascribed it to want of firmness, and not want of integrity, and saw that, in this, he erred in common with many, very many others. I knew that a *Regulus* or a *Scævola* were not to be found every day, and that the unbending constancy of Lafayette was an uncommon quality; and therefore did not wonder at discovering in Mr. Henshaw a disposition to prefer the *strongest side*, though that side might present some features which he did not approve. But I believed him incapable of infidelity to the duties of private friendship or private honor, or of seeking a selfish end through unworthy expedients. You may imagine the shock that was given to my feelings, when I learned, through certain developments, in Washington and Boston, that my previous good opinion of him was utterly ill-founded, that he wore a mask, and was capable of dishonorable transactions.

But painful as is the necessity which impels me to speak of the past, the demands of justice are imperative, and I hasten to comply with your request. I have read his statement in the Statesman of Saturday last; and though a few months since, I should have read it "*with unfeigned astonishment and concern*," I must now confess, though reluctantly, that, such things from him at the present day, do not excite those emotions. This, I admit, is strong language. But the feelings which prompt it are strong; and I submit to Mr. Henshaw's conscience to decide whether a man of even ordinary sensibilities, on discovering perfidy and falsehood where he had looked for fidelity and truth, might not be expected to feel deeply, and to express his feelings earnestly.

This statement to my apprehension, is drawn with no little art, and forcibly illustrates the duplicity of its author. Mr. Henshaw does not directly say that, *he was willing to serve, or desirous of serving*, as a member of the committee of correspondence alluded to in his statement; but from the tenor of his replies to what he represents as your suggestions, he would induce the public to infer that, *he was ready and willing, and had never refused, or urged any objection*. My recollection of some things connected with this meeting at the Exchange Coffee House, and which are somewhat inconsistent with the inference which might be drawn from Mr. Henshaw's statement, is very distinct, for they made on my mind a very strong impression. Sometime in the summer of 1826, Mr. E. W. Reinhart consulted with me about establishing a political paper in this city, to be engaged in promoting the election of General Jackson. My reply was that, I could not then conveniently furnish any pecuniary aid beyond subscribing for his paper, and would not ostensibly be concerned in its publication or superintendence; but that my pen should be at his service in the cause of Gen. Jackson, and that I would, whenever required by the editor, and without any compensation, write political essays for him. I also wrote a prospectus of his paper, which was to be entitled "*The North American Democrat*," which prospectus was published in the Statesman, and afterwards in the Washington Telegraph. Shortly after its publication, according to my best recollection, I had a conversation with Mr. Henshaw, in which he spoke very coldly of the project, expressed strong doubts of its success, and urged me to avoid any connection with it. I was forcibly struck by these re-

marks, which, from their similarity in character to his conduct after the meeting at the Exchange Coffee House, aided in fixing that conduct very strongly in my memory.

I did not see Mr. Henshaw at this meeting. Mr. Dyer presided, and Mr. Reinhart was Secretary. After a nomination of Gen Jackson, and the reading and accepting of an address to the public in support of such nomination, the meeting proceeded to appoint county and ward committees for the county of Suffolk, and a corresponding committee to confer with a similar committee at Nashville, and with others that might be appointed in other States. I was one of a committee of nomination, to nominate and report to the meeting a corresponding committee. This committee reported a list of names, to which my own, and those of my associates, were added by the meeting. At the head of the list which we reported, was the name of Mr. Henshaw, whom we intended for the chairman of the corresponding committee.

Immediately after the adjournment of the meeting, about nine in the evening, I proceeded to the lodgings of Mr. Henshaw, to inform him of his appointment. After hearing my statement, he expressed his regret for what had been done, saying that it was too soon to begin a movement in favor of Gen. Jackson, and that Massachusetts was not the state in which to begin it. I replied that, instead of its being too soon, it was almost too late, and that, if we wished to avoid the imputation of waiting till we had discovered which was the strongest side, we should move without delay; and that Massachusetts was the fittest place for a movement; since it would shew that Mr. Adams would be opposed in his strongest hold, whereby the people of other states would be encouraged to move. He then said that he had another objection, which was that **HE WAS NOT SURE OF MR. ADAMS' DEFEAT, AND THOUGHT THAT APPEARANCES VERY STRONGLY INDICATED HIS RE-ELECTION.**

I then stated that, as we had begun, we must proceed, for we could not think of placing ourselves in the very awkward attitude in which we must stand after receding; and that, as the proceedings of the meeting were to be published, his name must appear as chairman of the committee. He then said that if his name was published as one of the committee, **HE SHOULD BE OBLIGED TO DECLINE PUBLICLY.** I then requested him to consider of the subject, and said that the publication of the names should be suspended for one day. On the next day, I learned that he persisted in declining to act, and that Messrs. J. K. Simpson and A. Dunlap, who had been appointed to the same committee, **DECLINED ALSO.** After this, I heard no more of the affair, as the committee were not, to my knowledge, called together during the remainder of my residence in Boston, which continued till the middle of December, 1827.

I will also state another fact, which, though not embraced by your inquiry, has some bearing upon the subject. Some time in the autumn of 1827, I believe in the month of October, I suggested to Messrs. D. Henshaw and A. Dunlap the expediency of calling this Committee together, and stated that I had prepared an address to the public in favor of Gen. Jackson's election. On the next day, they met me at my house in Dorchester, heard the address, which they highly approved, and appointed an evening for my meeting them and some others at the lodgings of Mr. Henshaw, to make arrangements for the contemplated movement. At this meeting, I again read this document, and urged the necessity of acting immediately; for, so late was the period, that, we could not hope to escape the imputation of *time serving*, of which I never had been very desirous. You may judge of my astonishment, my disgust, on hearing them, Messrs. Henshaw and Dunlap, supported by Mr. Simpson, say, that **IT WAS TOO SOON TO MOVE, AND THAT THE SUBJECT OUGHT TO BE POSTPONED TILL THE MEETING OF THE LEGISLATURE IN JANUARY, 1828, WHEN A STATE CONVENTION MIGHT BE ASSEMBLED.** The subject was dropped, and I made no further exertions to call together this corresponding committee. Though I trust that, to those who know me, my simple declaration is sufficient, yet I am ready, whenever called upon, to make the foregoing statement under oath.

Very respectfully, yours,

RUSSELL JARVIS.

To the other testimony, I will only further add for the present, that of Mr. John Adams, long one of the most active and zealous members of the Statesman ward and county committees. He not only confirms Col. Jarvis' statement, so far as the facts come under his observation, but shows, as Col. Jarvis' statement would have prepared

us to expect, that the Jackson corresponding committee was never organized, or called together, because—*Mr. Henshaw, as its chairman, refused to act.*

Boston, Sept. 28, 1829.

I, the subscriber, John Adams, of Boston, state, that during the last presidential contest, I was a member of the Jackson ward and county committees, from the meeting at the Exchange Coffee House, August 31st, 1826, until the organization of the Jackson Republican party in the summer of 1828. During that period I was considered a very active member of the committee. I attended the meeting above spoken of, at the Exchange Coffee House. Mr. Henshaw was present near the entering door, among the spectators, but took no part in the proceedings. That meeting chose a committee of correspondence, among whom the name of Mr. David Henshaw was mentioned. I had no conversation with Mr. Henshaw on the subject of this committee, until the following spring, after he had been run for the senate on the free bridge list of senators, and had lost the election. I remarked to him then that he had been violently attacked in the papers, because it was said he had been chosen chairman of the Jackson corresponding committee; and further observed, that as he had been *charged* with it, he had better take the *merit* of it, get the committee together, and come out with an address that should go through all the western country. He remarked, I wont have anything to do with it, and wont have anything to do with the committee. I believe the Jackson corresponding committee had never, at that time, been called together.

In the fall of 1827, after Mr. Henshaw had been run as a candidate for congress, I saw Mr. Henshaw and Mr. Dunlap together, and one or the other said, "Adams, can't you get us a list of the corresponding committee that was chosen at the meeting at the Exchange?" I replied I would endeavor to get a list the next day. Accordingly I did procure from Mr. Dyer, what I understood to be a correct list, and handed it to Mr. Dunlap a few days afterwards, containing, as I was told, all the names, except Mr. Reinhart, Mr. Dyer, and Mr. George A. Otis, in the room of which I took the liberty of filling those vacancies, occasioned by their absence, by three other names. I never knew or heard that the committee was ever called together, Mr. Dunlap carrying the list in his wallet until the spring of 1828. At the Jackson meeting at the new court house, to put up a list of Jackson senators for the spring of 1828, I made a motion to have the vacancies of that committee filled up, and that the committee should be organized—but it did not take effect, and this deponent has a perfect confidence that that corresponding committee never was organized or called together.

JOHN ADAMS.

In addition to these, as I view them, incontestible facts, I wish it to be distinctly understood, that in the conversation with me, referred to by Mr. Henshaw, although I cannot pretend to relate his language, he made me most clearly understand, and I say it without the smallest doubt or hesitation, that he had a most unfavorable opinion of Gen. Jackson's character and qualifications for the presidency, and had formed a resolute determination not to take any part in Mr. Sam'l. Jones' movement to get up a Jackson corresponding committee. Mr. Henshaw, then, not only avowed an unwillingness to serve on the committee, but spoke in the freest manner of his dislike of Gen. Jackson's character, and of his own unwillingness to support him. When he changed his impression, and formed a more favorable estimate of his character, I do not know; but if his sentiments are truly expressed in his late letter to the president, I have sufficient information to satisfy my mind, beyond a reasonable doubt, that it was not until long after Mr. Henshaw was a candidate for the office of collector.

HENRY ORNE.

[Here are completed our extracts from the numbers published by Col. Orne in the Bulletin. Having understood, however, it was originally his intention to notice some others of Mr. Greene's statements, we have requested him to make any further remarks that he might desire, previous to this publication. To our request on that subject, we publish the following letter from Col Orne.]

Boston, Nov. 4th, 1829.

Messrs. Putnam & Hunt,
Gentlemen,—

In relation to your question "whether or not I had completed the publication I had intended to make, through the columns of the Bulletin, in reply to a certain publication about me in the Boston Statesman, in the name of Mr. Nathaniel Greene, in which he published the certificates of Mr. David Henshaw and several of his officers in the Custom House," I would answer, that it was originally my intention to have published two or three more numbers, more fully exposing the falsehood of Mr. Greene's publication. Believing, however, that the expositions I have already made, have shown the characters of Mr. Greene and his associates to be entirely unworthy of the public confidence, and that their statements, in most material respects, were essentially false,—that, in fact, they stand in so degraded a point of view before the public, that it is almost useless for me to say any thing more on the subject. I had decided to leave them in their well merited disgrace, until I learned the determination to print, in a pamphlet form, a part of my answer to Mr. Greene's publication.

There are, however, one or two subjects, omitted heretofore, to be noticed by me, about which I am desirous of offering a few remarks.

On another occasion, I stated that information had been given me that Mr. Greene and his associates, had exhibited in Washington, the notes of hand I had endorsed for True and Greene, and their notes to me for borrowed money which they had taken up, as evidence that I had been *paid* for writing in the Statesman during the recent presidential contest. Mr. Greene has denied any agency in the use of such notes, or any imputation on me, that I had been paid for such services. The fact, contrary to Mr. Greene's denial, I think could be established by many respectable witnesses. It will however, probably, be deemed sufficiently proved, by the annexed statement of Col. Jarvis, a witness whose opportunities to know the fact, will not be, any more than his credibility, drawn in question.

Boston, Oct. 24, 1829.

Col. Henry Orne,—

Dear Sir,—In comparing your letter to Duff Green, published in the Bulletin of September 18th, with that of Mr. Nathaniel Greene to the public, published in the Statesman of September 26th, I find on one point a remarkable discrepancy. You say "It has been stated to me,—but what kind of heart must that be which could credit it?—that the very notes I endorsed for True and Greene, pay the very notes given me for borrowed money when it could be obtained in no other way, were taken to Washington, and shown to the president, in *proof* of my being *paid* for my writings in support of his election." Mr. Greene says "*I never carried to Wash-*

ington, nor while there exhibited, nor spoke about any notes endorsed by you.' Though it is for the public to reconcile these contradictory statements, yet that of Mr. Greene has excited my attention, as being inconsistent with what I have heard on the same subject, at different times and in different places.

In the summer of 1828, and immediately after I recieved in Washington the news of your having established the Jackson Republican, in company with some other gentlemen of the Jackson party, I learned that, very unexpectedly to Mr. Greene, you had demanded of him six hundred dollars, as compensation for writing in the Statesman during the presidential contest that terminated in 1825 ; and that Mr. Greene, then utterly unable to pay you, and scarce able to keep the Statesman alive from day to day, gave you his note for that sum ; and that with great exertion, and upon your repeated solicitation, he paid you by instalments, and completed the payment in the summer of 1828, shortly before this statement was made to me. I heard these declarations, of which I have given the substance, with astonishment, expressed my feelings in strong terms against the mercenary spirit which you appeared to have indicated by the transaction, and viewed it as proof of the unworthy motives which were attributed to you in your secession from the persons connected with the Statesman.

Nor is this all. In the winter or spring of 1829, while Mr. Greene and several others connected with the Statesman were at Washington, I heard from two of them a repetition of the statement, accompanied by the addition, that, the note or notes given to you by Mr. Greene for the sum thus *extorted*, and afterwards taken up by him, had been laid before General Jackson as evidence of the transaction. These statements were made to me with some publicity, particularly in presence of New England gentlemen from other states than Massachusetts, and strangers to myself. But what is still more remarkable, as tending to show the extensive circulation of these statements, I was told, while in Windsor, in Vermont, a few weeks since, that, you had been paid in cash by Mr. Greene for your writings in the Statesman, and that written evidence of the payment had been laid before the president.

The hearing of these statements by yourself in Boston, by me in Washington, and by others in Vermont, affords some proof that exertions have been made to circulate them ; and how far they consist with Mr. Greene's denial, is a question for the public to decide.

Very respectfully, yours,

R. JARVIS.

It was equally in my power to prove a fact sufficiently notorious to all his and Mr. Henshaw's associates, that Mr. Greene's paper was only very partially open to the support of Gen. Jackson, until a very late period in the contest ; and that the advocates of the present administration were embarrassed much, for a long time, from the want of a decided paper friendly to his election,—a want which Mr. Reinhart so strenuously but unsuccessfully strove, for a long time to supply. I however, have determined, for the present, to waive any further arguments on this subject, and to leave Mr. Greene to impose still longer on the government, if they are not yet sufficiently aware of his course and character.

The only remaining subject I think it proper now to notice, is the extract which Mr. Greene professes to make from one of my articles formerly published in his paper, under the signature of " Old Republican." In regard to that extract I would say much ; but it will be probably enough for the present to state a single fact. THERE IS NO SUCH PARAGRAPH IN OLD REPUBLICAN AS MR. GREENE PRETENDS TO QUOTE. But Mr. Greene has by *transposing lines and parts of par-*

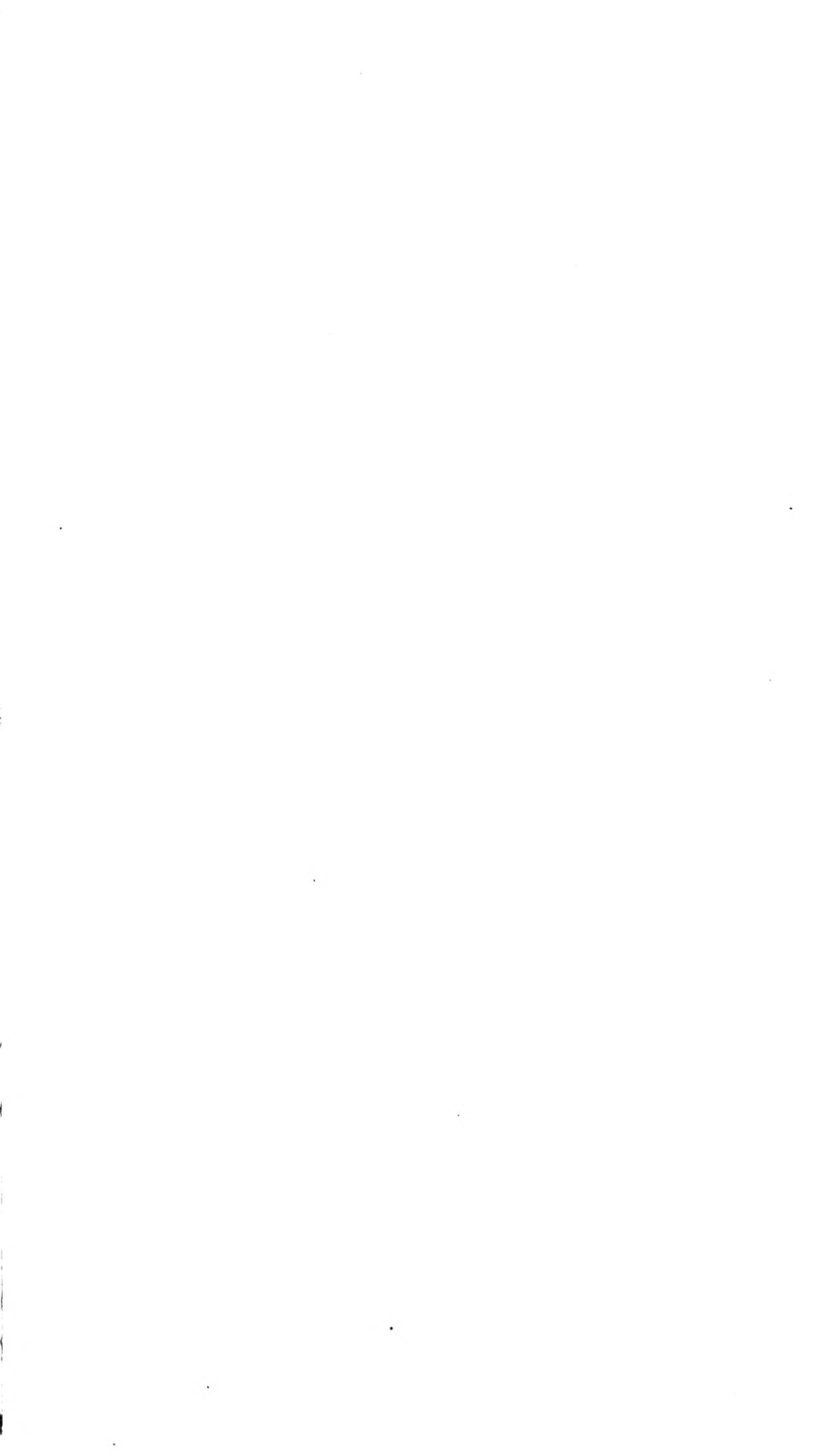
agraphs, united them together, so as to give the expression which he attributes to me ; but which is almost essentially opposite to my sentiments as published. To explain this in detail requires more time than I can now bestow ; but by the art of concession of parts, and of qualifications of other parts, and by transpositions and new collocations, he has grossly misrepresented my sentiments and opinions. I deem his publication, in fact, in this respect, as essentially a *forgery* ; although the sentiment he does affect to quote, is one which I ought to have little reluctance to have imputed to me. It proves nothing as it is, in my opinion ; but whether this be correct or otherwise, the proof he adduces is essentially a *forgery*.*

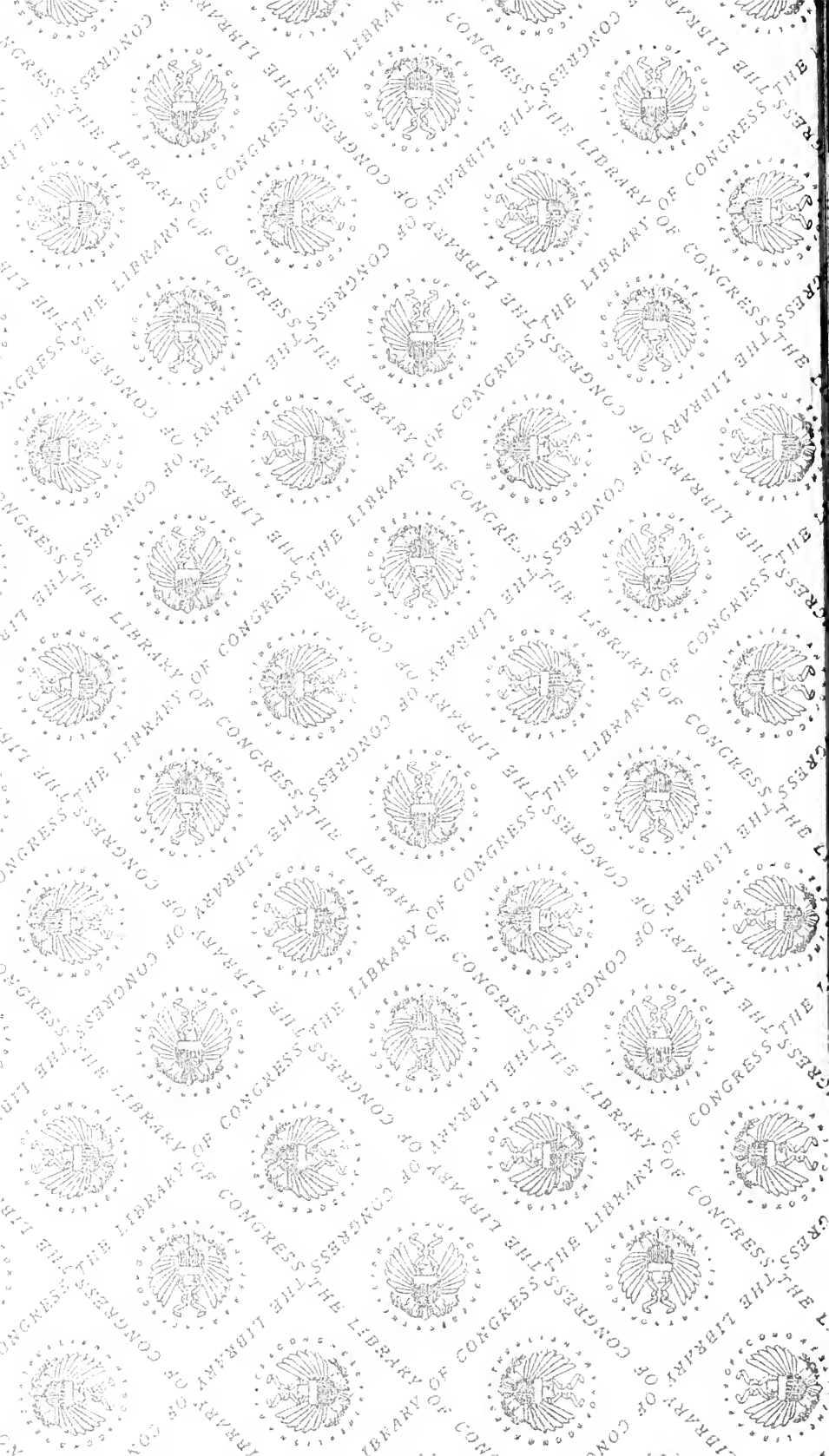
Respectfully your obt. servt.

HENRY ORNE.

* I suppose Mr. Greene felt himself *safe* in this course, from a belief that I could not obtain the numbers of his paper, in order to expose his artifice and unfairness.

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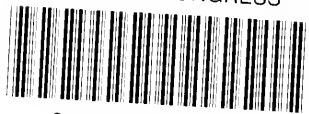
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